TOWN COUNCIL WORK SESSION

Tuesday, September 8, 2026 @ 7:00 PM

Town Hall – 2nd Floor, East Conference Room

View LIVE on Government Access Channel 16

orhttps://www.frontroyalva.com/673/Town-Hall-Live

1. ROLL CALL

2. ACTION ITEM

A. Resolution to Cancel the September 14, 2026 Regular Work Session

3. PRESENTATION

A. FLOCK Safety LPR

4. NEW BUSINESS

A. Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program

B. Schedule Public Hearing for Financing of Riverton Sewer Lift Station & Centrifuge Projects

C. Town of Front Royal Employee Handbook Update

D. Fiscal Year 2027-2028 Budget Calendar

E. Award of IFB #2-2026 - Townwide Milling & Paving Projects

F. Purchase of Replacement Track Loader

G. IFB #7-2026 Curb and Gutter Installation Services

H. Award of IFB #5-2026 – Glycerin

I. FY27 Budget Amendment and Award of Prospect Street Bridge Replacement Project

J. Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)

K. Ordinance Amendment – Zoning Administrator and Deputy Zoning Administrator Responsibilities

5. OLD BUSINESS

A. An Ordinance Amendment to Town Code §175 Regarding Data Center Definitions and Zoning District Regulations

6. ADJOURN

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 2.A.

Agenda Item: Resolution to Cancel the September 14, 2026 Regular Work Session

Summary: Due to an unforeseen lack of agenda items sufficient to necessitate the holding of a second Regular Work Session in the month of September, and to avoid the possibility of a lack of a quorum due to a lack of agenda items, it is in the best interest of the community to cancel the Regular Work Session of September 14.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: I move that Council approve the resolution cancelling the September 14, 2026 Regular Work Session as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

RESOLUTION
CANCELING REGULAR WORK SESSION
FOR SEPTEMBER 14, 2026

WHEREAS, by Town Code §4-1(D), a Regular Work Session is to be held Monday, September 14, 2026; and,
WHEREAS, due to a lack of agenda items sufficient to necessitate the holding of a second Regular Work Session in the month of September, constituting unforeseen circumstances supporting cancellation of the meeting; and,
WHEREAS, to avoid the possibility of not having a quorum present due to a lack of items, it being in the best interest of the community to cancel the Regular Work Session of September 14, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Town Council of the Town of Front Royal approve the cancellation of the Regular Work Session of September 14, 2026.

APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Hillary Wilfong, Clerk of Council

This Resolution was approved at the Regular Work Session of the Town of Front Royal, Virginia Town Council conducted on _____, 2026 upon the following recorded vote:

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

****

Approved as to Form and Legality:

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

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WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.A.

Agenda Item: Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program

Summary: In 2025, the Town of Front Royal, with support from the County of Warren, started the military tribute banner program. The program currently has 75 banners installed along Royal Avenue, which sold out in a matter of days. Since then, we have been discussing a potential collaboration with our local American Legion Post 53 to assist with the program and expansion of the number of banners to 150. The proposed agreement would create a partnership in which the American Legion would manage the banner applications, fees, and orders; the Town would manage the installation on Town-owned poles.

Budget/Funding:

Meetings:

Proposed Motion: Council is requested to discuss the agreement, provide staff with any further direction, and/or move forward to future meeting for a decision.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memorandum of Understanding
Between the Town of Front Royal, Virginia
and American Legion Post 53

This Memorandum of Understanding (MOU) is made and entered into by and between the Town of Front Royal, Virginia (the "Town") and American Legion Post 53 ("Post 53") for the purpose of outlining responsibilities related to the management, installation, and maintenance of Military Tribute Pole Banners displayed within the Town.

The purpose of this MOU is to establish a cooperative framework between the Town and Post 53 to ensure the respectful, safe, and organized installation and management of Military Tribute Pole Banners honoring local veterans and active-duty service members.

WHEREAS, the Town of Front Royal started a military tribute banner program on Veterans Day in 2025; and,

WHEREAS, the newly formed program saw immediate success with the seventy-five banners being sold out in a matter of day; and,

WHEREAS, the Giles B. Cook American Legion Post 53 in Front Royal, is a local veterans' nonprofit organization that supports military members, community programs, memorial services, and local youth; and,

WHEREAS, Post 53 has expressed interest in supporting the expansion of the military tribute banner program in the Front Royal community.

NOW, THEREFORE, the Town of Front Royal and the American Legion Post 53 agree to the terms and conditions set forth in this Memorandum of Agreement.

A. <u>Roles and Responsibilities</u>

1. American Legion Post 53 shall:
    a. Manage the Military Tribute Banner Program, including public outreach, applications, and coordination with families and sponsors.
    b. Collect and process payments or donations associated with banner production.
    c. Order and receive banners from approved vendors.
    d. Inspect banners upon receipt to ensure quality and accuracy.

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e. Coordinate with the Town regarding installation schedules, locations, or any special considerations.

f. Assist in removal, storage, or replacement coordination as needed.

2. The Town of Front Royal shall:

a. Determine approved banner locations on Town-owned poles and infrastructure.

b. Schedule and perform installation and removal of banners in coordination with Post 53.

c. Ensure installations meet Town safety standards and do not interfere with utilities, signage, or public works and energy services operations.

d. Provide reasonable support for maintenance or repair of Town-owned poles or hardware associated with the program.

e. Notify Post 53 of any damage, wear, or safety concerns affecting installed banners.

B. Banner Duration: Banners will be displayed for a mutually agreed-upon period, typically aligning with national observances or seasonal displays. After the display period, banners will be removed and returned to Post 53 for storage or distribution back to sponsors.

C. Hold Harmless/Liability: [We are installing the provided banners on our poles, not sure what would be needed for this section – if needed]

D. Term and Termination

1. This MOU becomes effective upon signature by both parties.
2. This MOU may be terminated by either party for any reason thirty (30) days from written notice of termination to either party. For purposes of this MOU, all notices shall be made in writing to delivered to the parties at the addresses herein,

Town of Front Royal:

Town of Front Royal
ATTN: Town Manager (or designee)
102 East Main Street
Front Royal, VA 22630

American Legion Post 53:

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American Legion Post 53

ATTN: Commander (or designated representative)

22 West 8th Street

Front Royal, VA 22630

[SIGNATURES ON FOLLOWING PAGE]

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Town of Front Royal, Virginia:

_____

Name: Joseph Petty

Title: Town Manager

Date: _____

American Legion Post 53:

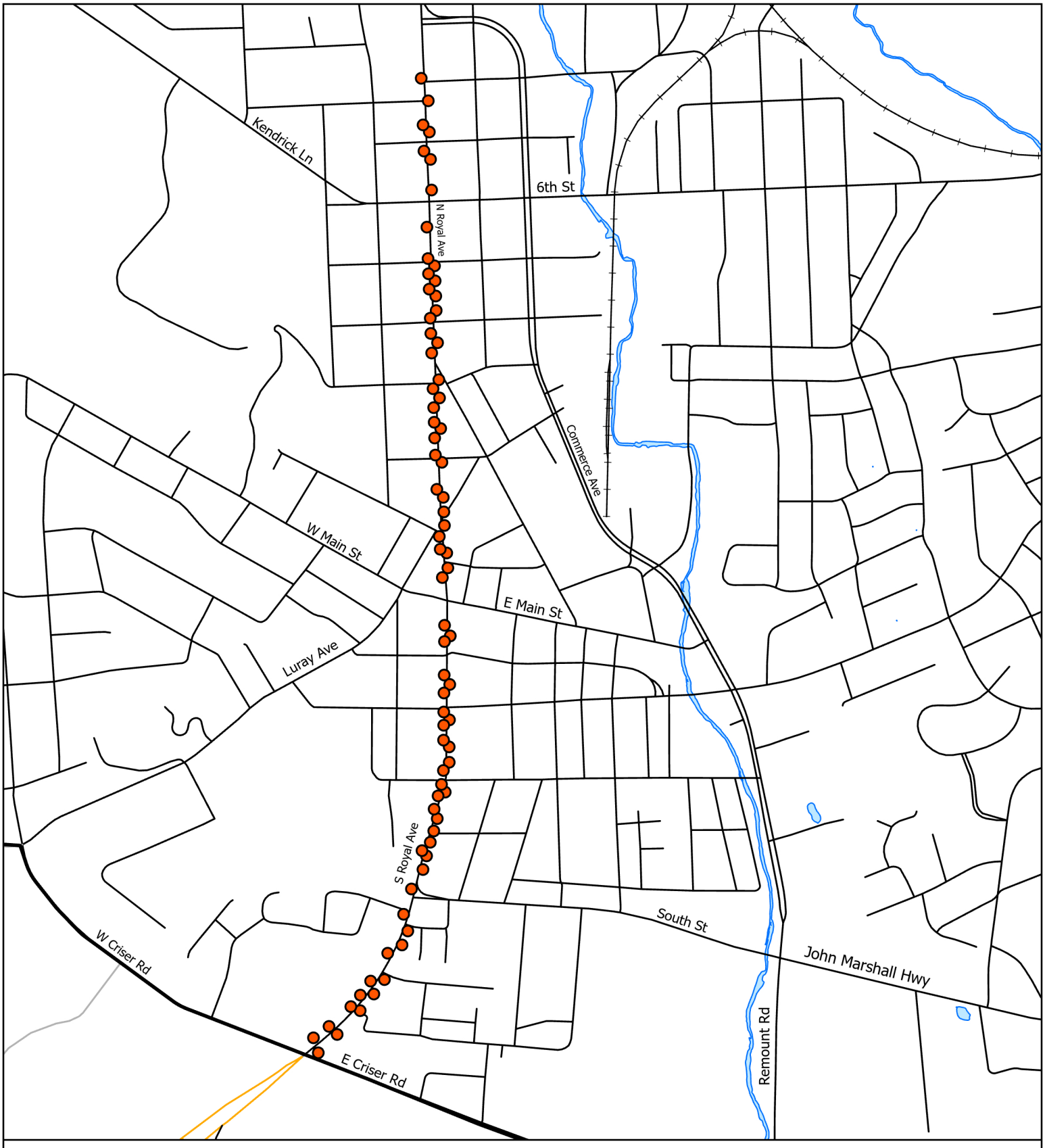
_____

Name: _____

Title: _____

Date: _____

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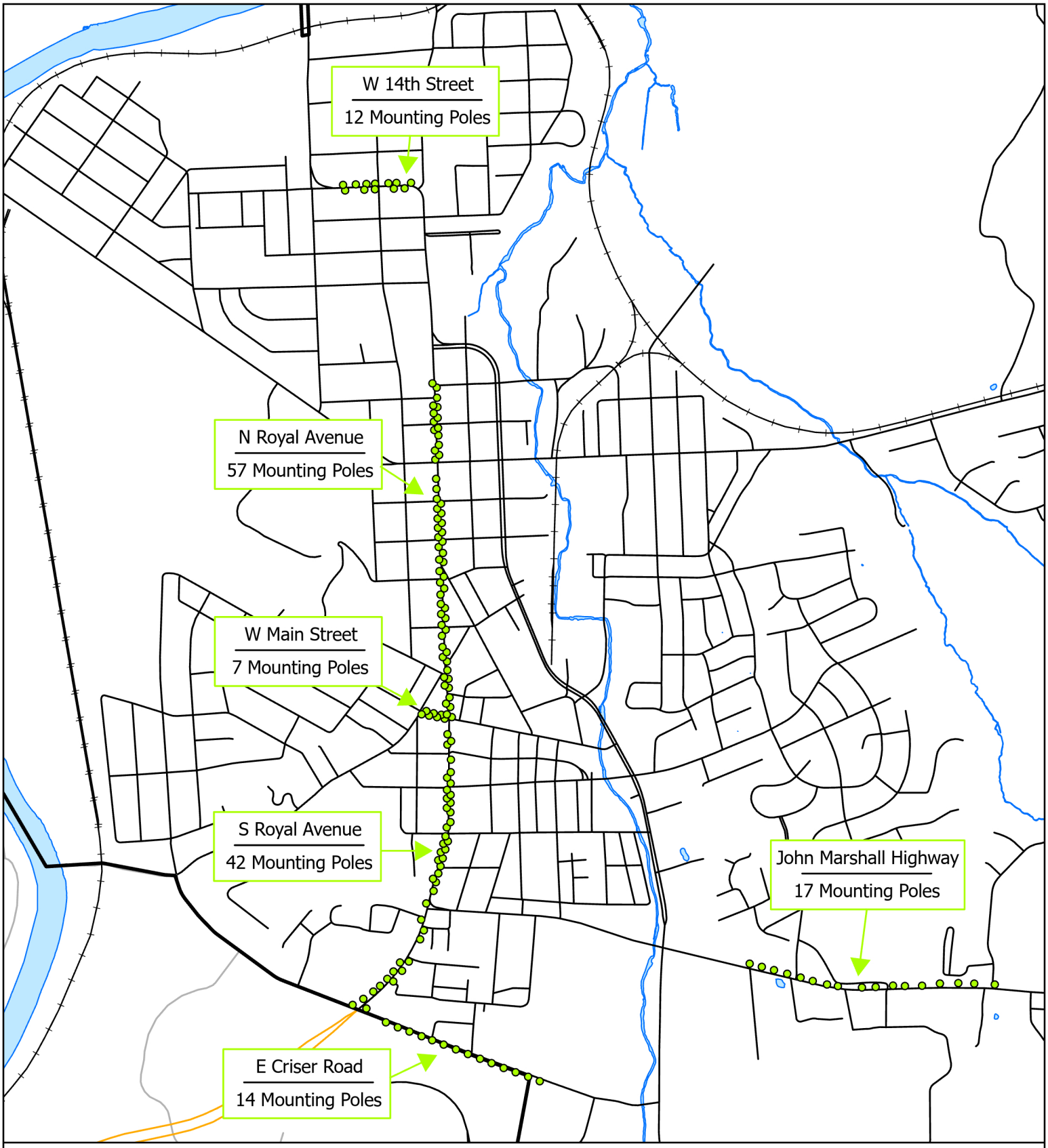
Locations of Existing Hometown Heroes Banners

0 0.25 0.5 Miles

Legend

Existing Banner Location

N



Potential Locations for Mounting of Hometown Heroes Banners

Legend

Potential Banner Location

N

0 0.5 1 Miles

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.B.

Agenda Item: Schedule Public Hearing for Financing of Riverton Sewer Lift Station & Centrifuge Projects

Summary: The Town applied for Virginia Water Facilities Revolving Funds to provide financing for the Riverton Sewer Pump Station (Preliminary Estimate - $1,800,0000) and a Centrifuge for the Waste Water Treatment Plant (Preliminary Estimate - $7,960,000). Virginia Resource Authority authorized funding for the projects in March 2026.

In order for the Town to close on financing, the Town must hold a public hearing to obtain any feedback from the public regarding the financing. Staff is requesting for Council to direct staff to advertise and hold a public hearing for the financing during the September 28, 2026 regular meeting.

During final engineering for the Centrifuge Project the project cost estimate increased to $10,423,000 due to updating the equipment pricing, better understanding of scope, and requested alternatives. The Town is able to request additional financing from Virginia Resource Authority if the projects are solicited for procurement and found to be higher than the amounts listed in the commitment letters from Virginia Resource Authority. The amounts the Town may request can not exceed the amounts included in the advertising for public hearing. Therefore staff recommends to advertise for a total financing of $12,223,000; (Riverton Pump Station $1,800,000 + $10,423,000 Centrifuge). Staff does not anticipate requesting financing for the total amount of $10,423,000 for the centrifuge; but having the advertising include the $10,423,000 for the Centrifuge will allow the Town flexibility to add/remove alternatives in the best interest of the Town.

Staff will return to Council with more information and to request approval for the awarding of contracts for both projects as well as approval of financing during future meetings.

The Riverton Sewer Pump Station project has been solicited for procurement and the response is currently in the process of being reviewed by the Department of Environmental Quality. The Centrifuge is scheduled to be solicited for procurement in September 2026.

The estimated interest rate is 3.2% for a term of 25 years and estimated annual payments of $104,690 for the Riverton Sewer Pump Station and $606,216 if the Town were to finance the $10,423,000 for the Centrifuge Project. The FY27 budget currently includes $485,000 under Sewer Fund Contingency for the projects. The first payment on financing would be due during FY28 if the projects and financing continue to move forward. .

Budget/Funding: 9872-40001 - Sewer Debt Service Principle on Debt
9872-40005 - Sewer Debt Service Interest on Debt
Annual debt service to be included in future budgets.
FY27 Budget includes $485,000 under 9899-49999 Sewer Contingency for partial year payment.

Meetings: N/A

Proposed Motion: Staff recommends for Council to proceed with public hearings as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

VRA Virginia Resources Authority

Shawn B. Crumlish
Executive Director

March 23, 2026

Joseph W. Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Virginia 22630

Re: **Virginia Water Facilities Revolving Fund**
Town of Front Royal, Virginia
C-515898 (FY2026 Funding Cycle) Commitment Letter

Dear Mr. Petty:

Virginia Resources Authority (the "Authority") is pleased to advise you that the State Water Control Board (the "Board") has authorized funding from the Virginia Water Facilities Revolving Fund (the "Fund") to the Town of Front Royal (the "Town") to finance the wastewater treatment plant centrifuge project, together with related expenses (the "Project"). Funding consists of a repayment loan in an amount up to $7,960,000 (the "Loan"). The cost of funds on the Loan will be set the month prior to Loan closing and will include a fee of 0.20% for administrative and management services attributable to the Loan. Loan repayments will begin approximately six months after the estimated Project completion for a term of up to twenty-five years.

The Authority hereby offers to extend to the Town the Loan as stated, subject, however, to the satisfaction of the conditions to purchase the Town's Local Bond set forth in the enclosed form of Financing Agreement (Sections 2.1, 3.1, and 3.2).

It is understood that the Loan will be secured by a pledge of revenues from the Town's sewer system and the Town's full faith and credit. The Town's Local Bond evidencing the Loan shall be issued on a parity basis with all outstanding bonds secured by the Town's sewer revenues.

Loan closing and the disbursement of funds thereunder shall be subject to the availability of funds from the (a) United States Environmental Protection Agency Capitalization Grant under the Water Quality Act of 1987 and (b) Commonwealth of Virginia match grant.

The Local Bond shall be accompanied by an opinion of the Town's bond counsel to the effect that the Local Bond will not be a "private activity bond" as defined in Section 141 of the Internal Revenue Code of 1986, as amended.

Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition prerequisite thereto established by the Board. The Town shall comply in all respects with all applicable federal, state and local laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority. The amount of the first disbursement on the Loan must exceed the lesser of $50,000 or

1111 E. Main Street | 804.644.3100 Phone
Suite 1920 | 804.644.3109 FAX
Richmond, VA 23219 | www.VirginiaResources.org

five percent (5%) of the principal amount of the Loan. Loan closing will not be set until the first disbursement conforms to this requirement and the Town has satisfied all applicable pre-closing conditions.

The Authority reserves the right to withdraw or alter the terms of this commitment if, between the date of the Town's loan application and the date of closing, (i) the Town incurs any debt or (ii) the financial condition of the Town changes in a way deemed material by the Authority in its sole discretion.

If Loan closing shall not have occurred by November 30, 2026, it is understood that the Authority and the Board reserve the right to modify any of the conditions of this commitment or to withdraw the funding offer. Furthermore, authorization for funding can be withdrawn for not completing requirements in a timely manner.

If you have any questions concerning the foregoing, please call Joe Bergeron at 804-616-3442. **If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning the original to me**. Retain a copy for your records.

Very truly yours,

Shawn B. Crumlish

Shawn B. Crumlish
Executive Director

The Town of Front Royal fully intends (i) to use the offered Loan for the Project and (ii) to commence or continue the Project, as applicable, pending closing of the Loan, on or about the 13 day of April, 2026. The foregoing terms and conditions are hereby acknowledged and accepted the 13 day of April, 2026.

By: _____
Town Manager

HILLARY A. WILFONG
STATE OF VIRGINIA
NOTARY PUBLIC
COMMISSION #7812451
EXPIRES APRIL 30, 2027

Hillary Wilfong

cc: BJ Wilson, Town of Front Royal
Megan M. Gilliland, Esq.
Benjamin A. Willis, Esq.
Howard P. Estes, Jr., Esq.
Karen Doran, Virginia Department of Environmental Quality

VRA Virginia Resources Authority

Shawn B. Crumlish
Executive Director

March 23, 2026

Joseph W. Petty
Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, Virginia 22630

Re: **Virginia Water Facilities Revolving Fund**
Town of Front Royal, Virginia
C-515889 (FY2026 Funding Cycle) Commitment Letter

Dear Mr. Petty:

Virginia Resources Authority (the "Authority") is pleased to advise you that the State Water Control Board (the "Board") has authorized funding from the Virginia Water Facilities Revolving Fund (the "Fund") to the Town of Front Royal (the "Town") to finance the Riverton sewer lift station project, together with related expenses (the "Project"). Funding consists of a repayment loan in an amount up to $1,800,000 (the "Loan"). The cost of funds on the Loan will be set the month prior to Loan closing and will include a fee of 0.20% for administrative and management services attributable to the Loan. Loan repayments will begin approximately six months after the estimated Project completion for a term of up to twenty-five years.

The Authority hereby offers to extend to the Town the Loan as stated, subject, however, to the satisfaction of the conditions to purchase the Town's Local Bond set forth in the enclosed form of Financing Agreement (Sections 2.1, 3.1, and 3.2).

It is understood that the Loan will be secured by a pledge of revenues from the Town's sewer system and the Town's full faith and credit. The Town's Local Bond evidencing the Loan shall be issued on a parity basis with all outstanding bonds secured by the Town's sewer revenues.

Loan closing and the disbursement of funds thereunder shall be subject to the availability of funds from the (a) United States Environmental Protection Agency Capitalization Grant under the Water Quality Act of 1987 and (b) Commonwealth of Virginia match grant.

Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition prerequisite thereto established by the Board. The Town shall comply in all respects with all applicable federal, state and local laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority.

The Authority reserves the right to withdraw or alter the terms of this commitment if, between the date of the Town's loan application and the date of closing, (i) the Town incurs any debt or (ii) the financial condition of the Town changes in a way deemed material by the Authority

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Suite 1920 | 804.644.3109 FAX
Richmond, VA 23219 | www.VirginiaResources.org

in its sole discretion. Loan closing will not be set until all applicable pre-closing conditions have been met.

If Loan closing shall not have occurred by November 30, 2026, it is understood that the Authority and the Board reserve the right to modify any of the conditions of this commitment or to withdraw the funding offer. Furthermore, authorization for funding can be withdrawn for not completing requirements in a timely manner.

If you have any questions concerning the foregoing, please call Joe Bergeron at 804-616-3442. **If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning the original to me.** Retain a copy for your records.

Very truly yours,

Shawn B. Crumlish

Shawn B. Crumlish
Executive Director

The Town of Front Royal fully intends (i) to use the offered Loan for the Project and (ii) to commence or continue the Project, as applicable, pending closing of the Loan, on or about the 13 day of April, 2026. The foregoing terms and conditions are hereby acknowledged and accepted the 13 day of April, 2026

By: _____
Town Manager

HILLARY A. WILFONG
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
COMMISSION #7612451
EXPIRES APRIL 30, 2027

cc: BJ Wilson, Town of Front Royal
Megan M. Gilliland, Esq.
Benjamin A. Willis, Esq.
Howard P. Estes, Jr., Esq.
Karen Doran, Virginia Department of Environmental Quality

TOWN OF FRONT ROYAL, VIRGINIA
NOTICE OF PUBLIC HEARING

Notice is hereby given that on September 28, 2026, the Town Council (the "Council") of the Town of Front Royal, Virginia (the "Town") will conduct a public hearing, which may be continued or adjourned, as required under applicable law, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, with respect to the adoption by the Council of a resolution or resolutions, as may be necessary or convenient, regarding the proposed financing of certain infrastructure improvements. The purpose of the financing is the renovation of the Riverton Sewer Lift Station, which will include replacing existing pumps, adding a third pump, replacing valves, structural improvements and installing a new emergency generator. The purpose of the financing will also include costs associated with the construction of a new centrifuge dewatering facility at the wastewater treatment plant, all together as well as related engineering, administrative, and finance closing costs (collectively, "the Project"). The Town plans to fund the Project through a bond, or bonds, to be issued in a principal amount not to exceed $12,223,000.

The public hearing, which may be continued or adjourned, will be conducted at 7:00 p.m., or as soon thereafter as the matter may be heard, by the Council in the Warren County Government Center at 220 North Commerce Avenue, Front Royal, Virginia. Interested persons may appear at such time and place and present their views whether orally or in writing, or submit written comments prior to the hearings. The Council may set time limits on speakers and other rules and procedures for the conduct of this public hearing. Any persons with disabilities are urged to contact the Town Offices at 540-635-8007 prior to the public hearing to arrange for any necessary accommodations. For additional information, please contact the Town Clerk's Office.

BY ORDER OF THE TOWN OF FRONT ROYAL
TOWN COUNCIL
JOSEPH PETTY, TOWN MANAGER

The Royal Examiner:

Please run this ad in the editions of the paper for the publication dates of:
September 10, 2026 and September 17, 2026.

Please send the certificate of publication to the Town Clerk, Town of Front Royal Offices, P.O. Box 1560, Front Royal, VA 22630

	Town of F
	Opinic
Item	July 2025 Funding Application
Administrative Expenses	$50,000
Basic Engineering Fees	$700,000
Project Inspection and CA Fees	$710,000
Treatment Plant Construction	
Single Story Building / 1 Centrifuge	$6,200,000
Second Centrifuge with polymer skid, hoist and SCADA	$0
Truck	$0
Magnitite Removal	$0
Contingencies	$300,000
Other (PER, permitting, geotechnical)	$0
Total	**$7,960,000**

Front Royal Centrifuge Project

on of Probable Cost Summary

September 2, 2026

Total Project Cost Base Bid	Total Project Cost Base and Add Alts
$50,000	$50,000
~~$854,000~~	~~$854,000~~
$710,000	$710,000
$7,109,000	$7,109,000
$0	$786,000
$300,000	$300,000
$0	$900,000
$395,000	$395,000
$173,000	$173,000
$8,737,000	**$10,423,000**

Notes
Increase due to better understanding of design scope
Increase from obtaining actual, updated equipment pricing
Town requested Add Alternative
Town requested Add Alternative

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.C.

Agenda Item: Town of Front Royal Employee Handbook Update

Summary: Town Council is requested to review and approve the following proposed changes to the Town of Front Royal Employee Handbook:

- Reorder Section 2 and Section 8 for continuity as shown in the Table of Contents section
- Update to Section 3.4 Pay Actions
- Update to Section 5.12 Administrative Leave
- Update to Section 8.7 Driving Policy
- Update to Section 8.8 Take-Home Vehicles

Budget/Funding:

Meetings:

Proposed Motion: Staff recommends approval of Employee Handbook updates as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None



TOWN OF FRONT ROYAL

EMPLOYEE HANDBOOK

Adopted - March 11, 2013

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Important! No sections removed; they have been re-ordered for continuity. Updates are highlighted in yellow.

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9 Grievance Procedures
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9.3 Definition of Grievance
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10 Definitions

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the Town of Front Royal and to acquaint employees with many of the rules concerning employment with the Town. This Handbook applies to all employees, and compliance with the Town's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express, and implied. The Town reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Town and its employees, nor is it intended to alter the at-will employment relationship between the Town and its employees. The Town reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

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3.4 Pay Actions

D. Call Back Pay

Call back refers to situations when a non-exempt employee has worked a full shift earlier that same day and now is off duty and is called to return to work to deliver services required to protect the immediate safety, security and/or wellbeing of the community. All employees are subject to call back to work, outside of or beyond standard working hours, in unusual and/or emergency situations where additional staffing is needed to deliver services. Regular work schedules may change in anticipation of emergency conditions and employees shall be in a call back status only after exceeding the hours worked in a standard workday. Examples of such situations include, but are not limited to, unexpected staff shortages or absence, emergency repairs, snow or other weather-related emergencies, public safety emergencies, staffing emergency shelters and/or similar emergency situations.

~~In call back situations, a non-exempt employee required to report back to work or remain at work beyond his or her regular shift shall be compensated for the specific hours worked over and above standard working hours at one and one-half times his or her regular rate and thirty (30) minutes for travel time at one and one-half times his or her regular rate. Callback pay shall not be available for pre-planned duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal duties.~~

When a non-exempt employee is required to report back to work beyond their regular shift, the employee will be compensated for the time actually worked outside of their regular working hours, subject to a minimum of one (1) hour. Callback hours will be paid at one and one-half (1.5) times the employee's regular rate of pay.

In addition, the employee will be compensated for one (1) hour of travel time at one and one-half (1.5) times their regular rate of pay.

Callback pay shall not be available for pre-planned duties such as meetings or presentations, planned activities such as leaf removal, scheduled building checks, or in instances where an employee is required to work beyond his or her scheduled hours to perform normal duties.

E. Stand-by Pay

Stand-by pay is time that a designated, non-exempt employee must remain available to report to work during off-duty hours, in accordance with his or her department's operating procedures, but is normally not unduly restricted in his or her freedom to conduct personal business. An employee on stand-by is not required to remain at work or home and is free to engage in personal pursuits, with the understanding that he or she must be available by phone ~~or pager~~ to respond and report to work if necessary.

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1. A non-exempt employee assigned to stand-by shall be compensated as follows for the stand-by pay:

    a. Thirty-five ($35.00) dollars pay for each 24-hour day, Monday through Friday, or regular workday of the employee's assigned regular work schedule.

    b. Sixty ($60.00) dollars pay for each 24-hour period on Saturday, Sunday, or observed holiday.

2. ~~If an employee on stand-by pay is called out and required to report to work to handle unexpected issues, he or she shall be compensated for the specific hours worked at one-half times his or her regular rate, regardless of hours worked in the week, and 45 minutes for travel time at one-half times his or her regular rate.~~

    If an employee on stand-by pay is called out and required to report to work to handle unexpected issues, the employee will be compensated for the time actually worked outside of their regular working hours, subject to a minimum of one (1) hour. Callback hours will be paid at one and one-half (1.5) times the employee's regular rate of pay.

    In addition, the employee will be compensated for one (1) hour of travel time at one and one-half (1.5) times their regular rate of pay.

3. Each Town department shall identify the positions subject to stand-by pay and shall establish written operating procedures, subject to review and approval by the Town Manager, for stand-by coverage including a rotation schedule~~,~~ and acceptable response time ~~and application of stand-by pay processes~~.

4. Exempt employees are not eligible for stand-by pay. However, an exempt employee on stand-by who is called out to work may, with the approval of his or her supervisor, use discretion to adjust their regular work schedule following extended periods of such work.

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5.12 Administrative Leave

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 is not paid out upon separation and may not be carried over from one calendar year into another calendar year.

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8.7 Driving and Vehicle Use Policy *Moved from Section 2.8 to Section 8.7*

Effective service to the citizens and efficient use of Town resources requires safe, accident-free operation of the motor vehicles used to perform official duties. This policy establishes the guidelines and procedures that govern vehicle operation, including driving and accident record review, as well as the disciplinary and rehabilitative measures that may be implemented.

This policy applies to all employees, volunteers, interns, temporary employees, and other individuals authorized to operate a Town owned, leased, rented, or personal vehicle while conducting Town business. Nothing contained herein shall be considered a contract between the Town of Front Royal and any of its employees for any specific or general period of time.

These guidelines rely on a three-pronged philosophy of acceptable driving history, driver's training, and on-going accountability for individual actions. The Town's core value of personal responsibility, taking ownership and accepting the consequences of individual actions, is the central component of the guidelines. Human Resources, in conjunction with the individual Department, will ensure that all state and local requirements relevant to requests for information and official driving records are followed including appropriate security of all forms, records and documentation.

A. Driver Standards and Record Reviews

1. Driving Record Reviews for new and current employees ~~include annual review~~ will occur, at a minimum, on an annual basis. Record reviews include for cause review, periodic review, and when an employee applies for or seeks promotion to a position that requires driving a Town vehicle.
2. A minimally acceptable driving record for a new and current employee includes the following components:
    - -4 or fewer demerit points
    - No DWI/DUI convictions within the last three (3) years
    - At least two (2) years of continuously valid licensing immediately prior to hire
    - An overall pattern of safe vehicle operation and driving habits
3. The following conditions are unacceptable and normally prevent an employee from operating a Town vehicle until his or her driving record improves to a minimally acceptable level, or he or she meets otherspecific requirements established by the Town Manager:
    - -5 or more demerit points
    - DWI/DUI conviction within the last three (3) years
    - A license suspended due to driving violations, or accidents, unless the employee has completed three (3) full years with no subsequent moving violations, at-fault accidents, or penalties. A license suspended due to administrative penalties is a concern but would not typically disqualify an employee unless there is evidence of him or her having knowingly driven with a suspended license.

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4. In the situation where a current employee's Driving Record is minimally acceptable but indicates that one additional violation of any kind will place him or her in the unacceptable category, the employee will be notified and required to satisfactorily complete a DMV certified Driver Safety and Awareness Course, also known as the Driver Improvement course. The employee is responsible for any cost incurred to take the course. Failure to complete a certified course within the time period designated in the notice of requirement may result in driving restrictions and/or disciplinary action.

B. Driver Responsibilities

1. Reporting Requirements for drivers of Town vehicles:

a) Employees must immediately report to their supervisor any change in their license status.

b) Employees are required to report to their supervisor as soon as practicable, but not later than their next immediate workday:

- License suspension or revocation
- DWI/DUI charges/conviction
- Reckless driving charges/conviction
- Felony charges/conviction involving vehicle operation
- CDL disqualification

~~2. An employee charged with an on or off-duty DWI/DUI is required to inform his or her supervisor of such charge and is normally prohibited from driving a Town vehicle until a decision regarding the charge is rendered by the Courts; any deviation from this policy of not allowing such employee to drive a Town vehicle until a decision is rendered by the courts must be made by the Town Manager based upon a showing that it is in the Town's best interest and there is no better alternative reasonably available to the Town. Assignment to a non-driving position, if available, is at the discretion of Departmental management. If a non-driving position is not available, the employee may be required to take appropriate leave or be placed on administrative leave without pay pending the outcome of court proceedings. An employee charged with on or off-duty DWI/DUI is also subject to the "Drug and Alcohol Testing" provisions of the Town's Employment Policies and Procedures.~~

3. An employee that drives or is found to have knowingly driven a Town vehicle with a suspended or revoked driver's license is subject to appropriate disciplinary action, up to and including termination from employment. ~~In addition, the employee may be subject to quarterly Driving Record review for a period of one (1) year.~~

4. Disciplinary action, up to and including termination from employment, may be initiated in the event that an employee has an unacceptable driving record and/or loses his or her driver's license or driving privileges. Disciplinary action may also be taken if an employee engages in misconduct

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or demonstrates poor performance relative to operating a Town vehicle as determined by his or her supervisor.

5. Action taken in accordance with the Town's disciplinary policies may be in addition to driving prohibitions implemented by the provisions of this Driving Policy.

6. In unusual situations, Department Directors and the Town Manager may consider an employee's performance and overall employment history prior to implementation of driving restrictions. In some cases, due to significant liability concerns, driving restrictions may be implemented regardless of court actions.

C. Commercial Driver Licenses:

Certain positions shall be required to obtain and maintain a commercial driver's license as a requirement for employment. Non-administrative positions in Public Works not associated with plant operations, non-driving Solid Waste Collection positions, and non- administrative positions in Energy Services shall be required to possess a commercial driver's license. Employees hired prior to March 11, 2013, shall not be required to obtain commercial driver's licenses, but are strongly encouraged to obtain said license to further their career development with the Town. The Town shall reimburse employees for up to two applications for the commercial driver's license, and for renewal expenses, with proper receipt of payment and copy of commercial driver's license received.

1. In compliance with Department of Transportation regulations, all Town employees whose job duties require them to possess a valid Commercial Driver's License must submit to random drug testing. Refer to Section 8.10 *Drug and Alcohol Testing*.

~~Town employees shall not initiate a cellular phone call while they are driving a Town vehicle, unless using "hands free" technology. Employees shall stop the vehicle in a safe location so that the communication is conducted while the vehicle is stopped. The use of "hands free" technology is acceptable as long as it does not interfere with the safe operation of the vehicle. Use of a cellular phone by the driver of a Town vehicle can only be deemed appropriate to protect and promote the health, safety, or wellbeing of the employee, a fellow employee, or a citizen. Employees will follow the stricter of the rules of the Employee Handbook or the laws of the Commonwealth as it relates to the use of cellular devices while driving.~~

D. Vehicle Operation

The following provides general guidelines for the operation of vehicles being used in the conduct of Town business and shall apply to all who operate or may operate motor vehicles owned or leased by the Town, and/or who drive their personal vehicles when conducting Town business.

1. Employees may not drive or operate Town vehicles or equipment without prior approval of their supervisor.
2. Employees approved to drive on Town business are required to inform their supervisor of any

changes that may affect either their legal or physical ability to drive.

3. Employees who drive a Town owned vehicle must exercise due diligence to drive safely, to keep the vehicle reasonably clean, and to maintain the security of the vehicle and its contents.
4. Town owned vehicles shall be used strictly for Town business only. Any personal use of a Town owned vehicle is prohibited.
5. A driver shall not permit unauthorized persons to drive or operate a Town vehicle.
6. Non-employees and non-business passengers (i.e., family and friends) are prohibited from riding in Town vehicles.
7. Driving on Town business and/or driving a Town vehicle while under the influence of drugs or alcohol is prohibited.
8. No driver shall operate a Town vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
9. Drivers shall obey all driving and traffic laws applicable to the operation of their vehicle. Seat belts shall be worn as required by Virginia law.
10. Employees shall comply with all applicable Virginia distracted driving laws. The use of cell phones or other handheld electronic devices while operating a Town vehicle is prohibited except as permitted by law.
11. Employees are responsible for any fines, penalties, or damages resulting from the misuse or negligent operation of Town-owned vehicles or personal vehicles used for Town business.
12. Employees using personal vehicles for Town business shall maintain a valid driver's license, current vehicle registration, and automobile liability insurance meeting Virginia minimum requirements.
13. Employees should refer to Departmental policies for additional vehicle use and driver safety guidelines and/or requirements. This policy and the procedures set forth herein does not prohibit or preclude Department Directors from issuing reasonable standard operating procedures with more stringent requirements, as may be appropriate.

E. Monitoring Technology (GPS/Cameras)

1. Town vehicles and equipment may utilize GPS, telematics, onboard cameras, audio and other monitoring technology. Information may be used for operational, safety, disciplinary, legal, training, payroll, fleet management, and investigative purposes.
2. Employees shall not interfere with or disable the monitoring technology on Town vehicles. Any issues shall be reported immediately to a supervisor.

F. Discipline and Corrective Action

Failure to abide by this Driving and Vehicle Use policy or Department standard operating procedures may result in driving prohibitions or disciplinary action, up to and including termination of employment.

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8.8 Take-Home Vehicles *Moved from Section 4.10.C to Section 8.8*

1. Employees may, upon specific written direction or approval of the Town Manager, be assigned to take home a Town of Front Royal vehicle on a permanent or semi-permanent basis. In general, there is no absolute need for any Town employee to take a town-owned vehicle home every evening. The decision to allow a Town employee to take a public vehicle home shall be based on a determination that allowing or requiring the vehicle to be taken home will be demonstrably beneficial to the delivery of services to the citizens through enhanced productivity or cost savings. The Town Manager shall have the final authority to determine if an employee may take a town-owned vehicle home on a regular basis.
2. The objective of the take home vehicle policy is to ensure that public property, specifically vehicles, is used properly in the public interest and not to the personal advantage of Town employees.
3. Town employees are not authorized to take-home town-owned vehicles except under the following circumstances:
    a. The employee is on twenty-four (24) hour call for emergency response where rapid or immediate response time is required.
    b. The employee is on stand-by and drives a vehicle specifically equipped to fulfill a departmental mission.
    c. A determination has been made by the Department Director, and approved by the Town Manager, that allowing or requiring a vehicle to be taken home will be demonstrably beneficial to the delivery of services to the citizens of Front Royal through enhanced productivity or cost savings.
    d. On a case-by-case basis, with Department Director approval, to facilitate attendance at work functions at locations and/or times where it would be more convenient, or more productive, to attend while proceeding to or from home without having to obtain a town-owned vehicle from a central location (e.g., evening meetings, travel out of town, job site inspections). Such approval shall end when the specific reason for taking the vehicle home has passed.
4. The use of a take home vehicle is subject to the following conditions:
    a. There shall be no personal use of Town owned vehicles unless such use is incidental and minimal, such as travel to or from lunch ~~or medical appointments~~ or for personal errands on the way to or from work, or during lunch break, if the errand requires only a minor deviation of one (1) mile or less from the normal route traveled. Use of the vehicle is for Town business purposes only; there shall be no hauls or loads that are to the personal advantage of Town employees.
    b. Individuals allowed to take home a Town-owned vehicle shall reside with the Town of Front Royal or Warren County unless there is a clear demonstration of the value of allowing the vehicle to be taken out of the Town or County, and such use is approved by the Town Manager. The

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Department Director must be notified of an address change or if a Town vehicle is expected to be garaged/parked at a different location than that of the authorized employees home address as originally approved. The Town may rescind or restrict the use of take-home vehicles at any time.

c. There shall be an annual review of take-home vehicles justified for emergency responses to include the number of times the vehicle was actually used for emergency responses after being taken home.

d. An employee utilizing a take-home vehicle shall be taxed according to prescribed IRS rules and regulations for any compensatory benefits received from the use of a Town owned vehicle.

e. Under no circumstances shall a spouse, dependent or any other person not employed by the Town be permitted to operate a take home vehicle.

f. Unless waived by the Town Manager, take home vehicles shall have decals, markings, and other identifications as prescribed for Town-owned vehicles.

g. Only specifically authorized employees who possess a valid license or permit for the equipment being used shall operate Town owned motor vehicles, utility vehicles and equipment.

h. Employees shall not transport any person other than Town employees in a Town vehicle, except in the course of official business.

i. If an authorized take home vehicle is not operational, employees shall drive either their personal vehicle or an authorized vehicle provided by the Town motor pool or as assigned by the Department Director.

j. Drivers shall know and obey all state and local motor vehicle laws applicable to the operation of their vehicle, including seatbelt usage, and all policies and procedures of the Town while operating a take home vehicle.

k. Employees will not operate their vehicles in such a way as to cause public criticism or nuisance. This includes vehicle parking when not in use.

l. Violations of this policy may result in disciplinary action and could result in the revocation of take-home vehicle privileges.

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WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.D.

Agenda Item: Fiscal Year 2027-2028 Budget Calendar

Summary: Staff would like to receive direction from Council regarding the FY2027-2028 Budget Calendar.
The Code of Virginia requires that adoption of the annual appropriation ordinance be at least 7 days after the public hearing for the appropriation ordinance, and the public hearing for the appropriation ordinance may not be held during the same meeting as the public hearing for a tax rate increase. Below are the corresponding sections of the Code of Virginia:
§ 58.1-3321. Effect on rate when assessment results in tax increase; public hearings; referendum.

B. The governing body of a county, city, or town may, after conducting a public hearing, which shall not be held at the same time as the annual budget hearing, increase the rate above the reduced rate required in subsection A if any such increase is deemed to be necessary by such governing body.
§ 15.2-2506. Publication and notice; public hearing; adjournment; moneys not to be paid out until appropriated.

Notice of one or more public hearings shall be given in accordance with § 15.2-1427. Such notice shall, at a minimum, include a summary of the total revenues and expenditures for each appropriated fund and the current and proposed real estate and personal property tax levies. The hearing shall be held at least seven days prior to the approval of the budget as prescribed in § 15.2-2503.

The Town anticipates receiving health insurance rates in mid to late February 2027, which play a significant role in developing the annual budget. Staff anticipates being able to provide Council with the FY2027-2028 Proposed Budget at the first work session in March 2027.

Some key factors that should be taken into account are:
1. Real estate tax rates may need to be adjusted to accurately reflect an equalization based on assessed values; therefore, the public hearing for tax rates may need to be held separately from the public hearing for the annual appropriation ordinance.
2. The annual appropriation ordinance may need to have a separate public hearing.
3. Approval of the annual appropriation ordinance must be at least 7 days after the public hearing for the appropriation ordinance.
4. Council will need adequate time to review the annual appropriation ordinance prior to approval.

5. The appropriation ordinance is contingent upon potential tax rate and utility rate changes. The Town generally tries to communicate any proposed changes to taxpayers and utility customers in advance.
6. May and June are typically busy months for the Town's Department of Finance with preparing for and closing out the fiscal year, working with auditors, and collecting tax payments.
7. Council may hold public hearings and/or approve ordinances on dates outside of regularly scheduled meetings. Council may need to consider holding a special meeting for the tax rate and/or annual appropriation ordinance public hearing, if necessary.
8. The Town may encounter similar scheduling considerations in future years.
9. Under the proposed FY2027-2028 Budget Calendar, the Public Hearing for the annual appropriation ordinance is scheduled for May 10, 2027, with Council approval of the FY2027-2028 Appropriations Ordinance scheduled for May 24, 2027. This provides 14 days between the public hearing and anticipated approval, satisfying the statutory requirement that the appropriation ordinance be approved at least seven days after the public hearing.

Budget/Funding: N/A

Meetings:

Proposed Motion: Staff recommends for council to review the FY27-28 Budget Calendar and discuss any questions or concerns.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Fiscal Year 2027-2028 Budget Calendar

Sept 15, 2026	Finance Department distributes FY28 Budget forms to Departments (FY26 Figures provided will not be final/audited figures)
Oct 15, 2026	FY28 Departmental spending requests & Budgetary Planning documents due back to Finance
Nov 12-19, 2026	Town Manager preliminary review spending with Departments
Dec 15, 2026	Mid-year FY27 Budget transfers due from departments
Jan 4, 2027	Review of major items that may be included in FY28 Proposed Budget
March 1, 2027	Town Manager's Recommended Budget provided to Town Council, Work Session review of FY28 Proposed Budget
March 8, 2027	Additional Budget Work Session (As needed)
April 5, 2027	Work Session to discuss advertisement to be submitted for annual tax rate for Real and Personal Property
April 7, 2027	Advertisement submitted for Annual Appropriation Ordinance & Tax Ordinance
April 12, 2027	Additional Budget Work Session (As needed)
April 26, 2027	Public Hearing for tax rates
May 10, 2027	Public Hearing for Annual Appropriation Ordinance (Work Session)
May 24, 2027	Request Council to approve FY 27-28 Appropriations Ordinance & Utility Rate Ordinances

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.E.

Agenda Item: Award of IFB #2-2026 - Townwide Milling & Paving Projects

Summary: Council is requested to authorize the award of IFB #2-2026, Townwide Milling & Paving, to Chemung Contracting Corporation of Mitchells, Virginia.

The Invitation for Bids was advertised on August 5, 2026, and bids were received and opened on August 19, 2026. Five bids were received, with Chemung Contracting Corporation submitting the lowest responsive and responsible bid in the amount of $826,050.00.

The contract will be for an initial one-year term, with the option to renew for up to four additional one-year periods upon mutual agreement of both parties.

Funding for the work is available within the Highway Maintenance - Street Reconstruction budget.

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

4500-47927 Highway Maintenance - Street Reconstruction $826,050.00

Meetings:

Proposed Motion: Staff recommends approval of the contract award as presented

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memo

Town of Front Royal Public Works

TO: **Michelle Campbell, Manager of Purchasing**

FROM: **Steve Scheulen, Infrastructure Manager**

CC: **BJ Wilson, Assistant Town Manager/Director of Finance**

DATE: **August 27, 2026**

RE: **IFB #2-2026 Milling and Paving Services**

Public Works has approved bid results for the 2026 IFB- Milling and Paving Services. Staff requests to move forward with award to Chemung Contracting for annual street paving projects.

Funding is covered under 4500-7927 Street Reconstruction.

Steve Scheulen, Infrastructure Manager

Steve Scheulen

Robert Boyer, Director of Public Works

Robert B. Boyer

Town of Front Royal, VA

BID TABULATION

IFB #2-2026 Milling & Paving Services

BID DUE DATE and TIME: 8/19/2026 @ 3 PM

			Chemung Contracting Mitchells, VA		Arthur Construction Dulles, VA		Superior Paving Gainesville, VA		W-L Construction Stephenson, VA		Finley Asphalt & Concrete Manassas, VA	
Description	**QTY**	**UOM**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
SM-9.5A FINISH ASPHALT	4500	t in place	$103.00	$463,500.00	$115.00	$517,500.00	$110.00	$495,000.00	$119.50	$537,750.00	$133.44	$600,480.00
SM-12.5A	1000	t in place	$98.00	$98,000.00	$115.00	$115,000.00	$105.50	$105,500.00	$128.00	$128,000.00	$133.44	$133,440.00
BM-25.0 BASE ASPHALT	500	t in place	$105.00	$52,500.00	$110.00	$55,000.00	$93.00	$46,500.00	$124.40	$62,200.00	$169.54	$84,770.00
FULL DEPTH MILLING (UP TO 2”)	45000	SY	$2.50	$112,500.00	$1.85	$83,250.00	$2.85	$128,250.00	$4.65	$209,250.00	$3.00	$135,000.00
DEEP MILLING (UP TO 12”)	500	SY	$10.50	$5,250.00	$9.00	$4,500.00	$10.75	$5,375.00	$47.25	$23,625.00	$10.00	$5,000.00
EDGE MILLING	2000	LF	$6.00	$12,000.00	$2.00	$4,000.00	$4.50	$9,000.00	$5.90	$11,800.00	$6.00	$12,000.00
MOBILIZATION	5	EA	$6,300.00	$31,500.00	$3,565.20	$17,826.00	$5,750.00	$28,750.00	$4,000.00	$20,000.00	$10,000.00	$50,000.00
4" WHITE AND YELLOW STREET LINE PAINTING	5000	LF	$3.90	$19,500.00	$1.30	$6,500.00	$4.95	$24,750.00	$2.40	$12,000.00	$4.49	$22,450.00
12" THERMAL APPLICATION	1000	LF	$8.60	$8,600.00	$7.50	$7,500.00	$12.50	$12,500.00	$9.00	$9,000.00	$9.89	$9,890.00
24" THERMAL APPLICATION	100	LF	$32.00	$3,200.00	$16.00	$1,600.00	$45.00	$4,500.00	$21.00	$2,100.00	$36.80	$3,680.00
THERMAL APPLICATION TURN ARROWS	5	EA	$750.00	$3,750.00	$250.00	$1,250.00	$1,200.00	$6,000.00	$275.00	$1,375.00	$862.50	$4,312.50
THERMAL APPLICATION COMBO ARRORS	5	EA	$750.00	$3,750.00	$425.00	$2,125.00	$1,200.00	$6,000.00	$550.00	$2,750.00	$862.50	$4,312.50
STONE 21B	300	t in place	$40.00	$12,000.00	$45.00	$13,500.00	$60.00	$18,000.00	$62.00	$18,600.00	$60.00	$18,000.00
		TOTAL BID PRICE	**$826,050.00**		$829,551.00		**$890,125.00**		$1,038,450.00		$1,083,335.00	

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

Prepared By: Michelle Campbell, VCA, VCO

BID FORM – THIS PAGE MUST BE COMPLETED

IFB MILLING & PAVING SERVICES

Description	Estimated Qty.	UOM	Unit Price	Extended Price
SM-9.5A FINISH ASPHALT	4,500	TON IN PLACE	$ 103.00	$ 463,500.00
SM-12.5A	1,000	TON IN PLACE	$ 98.00	$ 98,000.00
BM-25.0 BASE ASPHALT	500	TON IN PLACE	$ 105.00	$ 52,500.00
FULL DEPTH MILLING (UP TO 2")	45,000	SQUARE YARD	$ 2.50	$ 112,500.00
DEEP MILLING (UP TO 12")	500	SQUARE YARD	$ 10.50	$ 5,250.00
EDGE MILLING	2,000	LINEAR FOOT	$ 6.00	$ 12,000.00
MOBILIZATION	5	EACH	$ 6,300.00	$ 31,500.00
4" WHITE AND YELLOW STREET LINE PAINTING	5,000	LINEAR FOOT	$ 3.90	$ 19,500.00
12" THERMAL APPLICATION	1,000	LINEAR FOOT	$ 8.60	$ 8,600.00
24" THERMAL APPLICATION	100	LINEAR FOOT	$ 32.00	$ 3,200.00
THERMAL APPLICATION TURN ARROWS	5	EACH	$ 750.00	$ 3,750.00
THERMAL APPLICATION COMBO ARROWS	5	EACH	$ 750.00	$ 3,750.00
STONE 21B	300	TON IN PLACE	$ 40.00	$ 12,000.00
GRAND TOTAL				$ 826,050.00

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

No. 1 Date 8/11/26 No.____ Date_____ No.____ Date _____

In compliance with this Bid Invitation and subject to all conditions, the undersigned offers and agrees, if this bid is accepted within 90 calendar days from the date of opening, to furnish any and all the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with The Town of Front Royal.

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

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

VENDOR	Chemung Contracting Corp.
SIGNATURE	William Myers
PRINT NAME	William Myers
TITLE	Regional Project Manager
eVA Vendor ID	C 2383
DATE	8/19/26
Telephone	540-829-7203
E-mail	bmyers@dalholding.com

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

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

LEGAL NAME & ADDRESS OF FIRM:

CHEMUNG CONTRACTING CORP.
P.O. Box 12, 10496 QUARRY DR.
MITCHELLS, VA 22729

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

Printed Name: William Myers

Title: REGIONAL PROJECT MANAGER

Date: 8/19/24

Phone: 540-829-7203

Email: bmyers@dalholding.com

Fax: 540-829-5593

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Billy Myers Phone: 540-829-7203
   Email: bmyers@dalholding.com

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   124 Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

   A.

Company: Town of Warrenton	Contact: Michael Wharton
Phone: 540-714-9234	Email: mwharton@warrentonva.gov
Date of Service: 2026	$ Value: 1,295,000.00

   B.

Company: Town of Culpeper	Contact: Anthony Schoch
Phone: 540-219-1548	Email: Aschoch@culpeperva.gov
Date of Service: 2026	$ Value: 512,400.00

   C.

Company: Town of Orange	Contact: Larry Bond
Phone: 540-718-7672	Email: lbond@townoforangeva.org
Date of Service: 2026	$ Value: 395,000.00

I certify the accuracy of this information.

Signed: Billy Myers Title: Regional Project Manager Date: 8/19/26

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

NON-COLLUSION AFFIDAVIT

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

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

Dated this 19th day of AUGUST, 2026

CHEMUNG CONTRACTING CORP.
(Name of Organization)

REGIONAL PROJECT MANAGER
(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Culpeper

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

Subscribed and sworn to me this 19th day of August, 2026

Lauren M. Riner
Notary Public Signature

My Commission Expires: 02/28/2030
#7017530

LAUREN MICHELLE RINER
Notary Public
Commonwealth of Virginia
Registration No. 7017530
My Commission Expires Feb 28, 2030

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

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

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

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

* ☒ is a corporation or other business entity with the following SCC identification number: 20250122129490

-OR-

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

-OR-

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

-OR-

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

I certify the accuracy of this information.

Signed: _____ Title: Regional Project Manager

Date: 3/19/26

TOWN OF FRONT ROYAL

ADDENDUM NO. 1

August 11, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB 2-2026 Milling & Paving

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing this Addendum in the appropriate space below.

REVISIONS

AD1-1 This Addendum responds to questions received and provides clarifications and revisions to the Contract Documents.

Q1. Will an asphalt adjustment be paid based on the VDOT index at the time of placement?

Response: *Yes. Asphalt adjustment will be paid based on the VDOT index in effect at the time of placement.*

Q2. For the 21-B Stone item, is this intended for shoulder stone? If it is intended for base repairs, should excavation be included in this item?

Response: *The stone is intended for base repair, if needed. In the past, areas have required deep milling and the addition of stone prior to asphalt placement.*

Q3. Can SM-9.5AL or SM-12.5AL (limestone mix) be used?

Response: *Yes. Limestone mix may be used on secondary streets.*

Q4. Is the BM-25.0A item intended for patching, or will it be used for new road base?

Response: *BM-25.0A will be used for patching, such as in areas where water lines are upgraded.*

Q5. Does the Town have a list of roads that will be paved?

Response: *Initially, a small portion of John Marshall Highway and a section of Williams Street are anticipated to be paved. Future streets are expected to include Royal Avenue, 12th Street, 13th Street, Cherry Street, Luray Avenue, and Virginia Avenue. The timing of this work will be affected by the completion of other utility and curb projects.*

Q6. Will the Town supply any utility risers that are needed?

Response: *Yes. The Town will provide any required utility risers at the time of paving and will assist with installation.*

Q7. The 24-inch thermoplastic item has a quantity of zero. Should bidders provide a price for this item or leave it blank?

Response: *Bidders shall provide a unit price for the 24-inch thermoplastic item. The estimated quantity has been revised to 100 linear feet. A revised Bid Form reflecting this quantity is attached to this Addendum.*

END OF ADDENDUM NO. 1 ISSUED: August 11, 2026

CHEMUNG CONTRACTING Corp
Name of Firm

Regional Project Manager
Signature/Title

William Myers
Printed Name

8/19/26
Date

Thank you,

Michelle Campbell
Purchasing Manager

BID BOND

BOND NO. N/A

Chemung Contracting Corporation of 10496 Quarry Drive, Mitchells, Virginia 22729 (the "Bidder" on an Invitation to Bid, also hereafter known as "Principal") and Travelers Casualty and Surety Company of America Company, a Connecticut Corporation ("Surety"), are bound to the TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, in the County of Warren, State of Virginia ("Obligee") in the amount of $ Five Percent of Attached Bid DOLLARS ($ (5%)) money of the United States for payment of which sum to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by this document.

The Principal is submitting with this Bond its bid to the Obligee on a proposed contract with the Obligee for improvements known as TOWNWIDE MILLING AND PAVING PROJECTS in Front Royal, Virginia

The condition of this obligation is that if the aforementioned Principal shall not withdraw the bid within the period specified thereafter the opening of it, or if no period be specified within sixty (60) days after the opening, and shall within the period specified for that, or if no period be specified within sixty (60) days after the prescribed forms are presented to the Principal for signature enter into a written contract with the Town of Front Royal, Virginia, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of that contract and for the faithful payment of the Principal's subcontractors, employees, agents, and suppliers of materials; or in the event of the withdrawal of the bid within the period specified, or the failure to enter into the contract and give those bonds within the time specified, if the Principal shall pay the Town of Front Royal the difference between the amount specified in the bid and the amount for which the Town may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the dates indicated below. The name and corporate seal of each corporate party being affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Chemung Contracting Corporation
PRINCIPAL
Corporation
Corporation/Partnership

BY: _____

Its: William J. Myers, Assitant Secretary
(Title)

DATE: 08 /19 /2026

BOND NO. N/A

STATE OF Virginia
CITY/COUNTY OF Culpeper, TO-WIT:

I, Lauren M. Riner, a Notary Public in and for the State of Virginia At Large, do hereby certify that William J. Myers, whose name is signed as Assistant Secretary on behalf of Chemung Contracting Corporation, to the foregoing Bid Bond bearing the date of the 19th day of August, 2026, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 19th day of August, 2026.

My commission expires on the 28th day of February, 2030.

Lauren M. Riner
Notary Public
#7017530

LAUREN MICHELLE RINER
Notary Public
Commonwealth of Virginia
Registration No. 7017530
My Commission Expires Feb 28, 2030

SURETY:

Travelers Casualty and Surety Company of America

A Connecticut company authorized, Licensed, and approved to conduct insurance Bonding business within the Commonwealth of Virginia.

BY: _____
Its Attorney-in-Fact Kayley Klinkel

DATE: 08 / 19 / 2026

STATE OF New York
CITY/COUNTY OF Albany, TO-WIT:

I, Yendrica Nunez Espinal, a Notary Public in and for the State of New York At Large, do hereby certify that Kayley Klinkel, whose name is signed as Attorney-in-Fact on behalf of Travelers Casualty and Surety Company of America, to the foregoing Bid Bond bearing the date of the 19th day of August, 2026, has this day personally appeared and acknowledged the same before me in my State and in the City/County aforesaid.

Given under my hand this 19th day of August, 2026.

My commission expires on the 26th day of November, 2029.

_____
Notary Public

Yendrica Nunez Espinal
Notary Public, State of New York
Qualified in Albany County
No. 01NU0044164
Commission Expires 11/26/2029

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2025

CAPITAL STOCK $ 6,460,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,600,841,058	LOSSES	$ 1,735,139,597
STOCKS	117,961,887	LOSS ADJUSTMENT EXPENSES	175,170,609
CASH AND INVESTED CASH	107,398,185	COMMISSIONS	65,061,380
OTHER INVESTED ASSETS	10,607,862	OTHER EXPENSES	72,968,024
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	12,318,369	TAXES, LICENSES AND FEES	15,442,211
INVESTMENT INCOME DUE AND ACCRUED	51,295,419	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,061,861
PREMIUM BALANCES	354,898,997	UNEARNED PREMIUMS	1,749,236,242
REINSURANCE RECOVERABLE	50,418,933	ADVANCE PREMIUM	4,095,228
NET DEFERRED TAX ASSET	85,064,699	POLICYHOLDER DIVIDENDS	31,470,690
UNDISTRIBUTED PAYMENTS	14,917,791	CEDED REINSURANCE NET PREMIUMS PAYABLE	44,765,710
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,299,856	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	15,640,946
OTHER ASSETS	349,353	REMITTANCES AND ITEMS NOT ALLOCATED	5,777,183
		PROVISION FOR REINSURANCE	12,100,593
		PAYABLE TO PARENTS, SUBSIDIARIES AND AFFILIATES	90,391,293
		PAYABLE FOR SECURITIES LENDING	12,318,369
		OTHER ACCRUED EXPENSES AND LIABILITIES	642,673
		TOTAL LIABILITIES	$ 4,037,482,608
		CAPITAL STOCK	$ 6,460,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,930,606,041
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,370,889,801
TOTAL ASSETS	$ 6,408,372,409	TOTAL LIABILITIES & SURPLUS	$ 6,408,372,409

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

PETER GAMER, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – CORPORATE FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2025.

Peter Gamer

VICE PRESIDENT – CORPORATE FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF MARCH, 2026

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Kayley Klinkel** of **LATHAM**, **New York**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **August**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Commonwealth of Virginia
State Corporation Commission

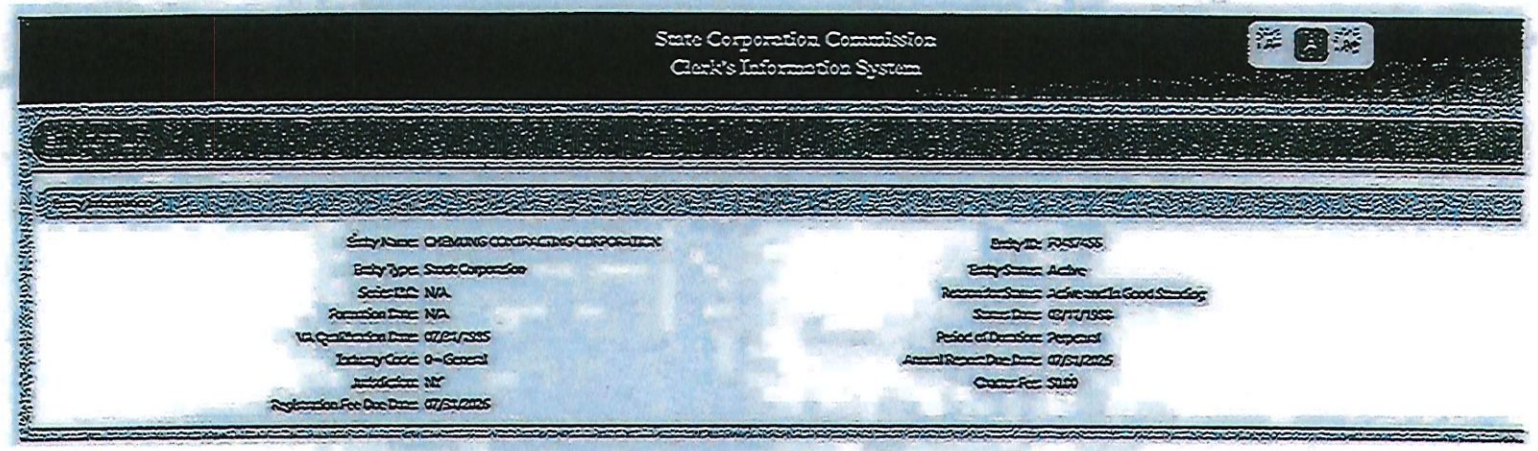
VIRGINIA.GOV

CIS#49022 NAME SEARCH CORP 03/29/11 17:03:55 PAGE: 1

SEARCH NAME: CHEMANDASSOCIATESINCORPORATED
GO TO PAGE:

CORP-ID	CORPORATION NAME	DIRECTION: F STATUS/DATE
[redacted]	[redacted]	[redacted]
21 0209463-9	CHEMVAC, INC.	PURGED 12/31/90
31 0162407-8	CHEM VALLEY MACHINE INC.	ACTIVE 04/19/05
41 0109166-2	CHEMWAY CORPORATION	PURGED 03/31/10
51 0109617-4	CHEMWOOD COMPANY, THE	PURGED 12/31/05
61 0490060-6	CHEMWB IMPORTS INC.	PURGED 09/30/04
71 0514039-0	CHEN AND ASSOCIATES, INC., DIH	PURGED 06/30/06

(Enter Id/Corp_Name_Search)


State Corporation Commission
Clerk's Information System
Entity Name: CHEMUNG CONTRACTING CORPORATION
Entity Type: Stock Corporation
Series LLC: N/A
Formation Date: N/A
VA Qualification Date: 07/01/1985
Industry Code: 0 - General
Jurisdiction: NY
Registration Fee Due Date: 07/31/2026
Entity Id: F0537455
Entity Status: Active
Reason for Status: Active and In Good Standing
Status Date: 02/11/1982
Period of Duration: Perpetual
Annual Report Due Date: 07/31/2026
Charter Fee: $100

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2027

NUMBER

2701026859

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

CLASSIFICATIONS: CBC ELE H/H HVA PLB RBC

CHEMUNG CONTRACTING CORP

10496 QUARRY DR

PO BOX 12

MITCHELLS, VA 22729

DPOR

VOID

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(FRONT SIDE)

DPOR COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS

CONTRACTOR

CLASSIFICATIONS: CBC ELE H/H HVA PLB RBC

NUMBER: 2701026859 EXPIRES: 10-31-2027

CHEMUNG CONTRACTING CORP

10496 QUARRY DR

PO BOX 12

MITCHELLS, VA 22729

VOID

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.F.

Agenda Item: Purchase of Replacement Track Loader

Summary: Council is requested to authorize the purchase of a Caterpillar 953 Track Loader from Carter Machinery Company, Inc., utilizing Sourcewell Cooperative Contract #011723-CAT.

The Public Works Department evaluated two track loaders and recommends the Caterpillar 953 based on cost and operation. The purchase price is $274,845.00, less a $20,000.00 trade-in allowance for the Town's existing 1987 CAT loader #630, for a net purchase price of $254,845.00. The purchase includes a 4-in-1 bucket and a 60-month/3,000-hour extended warranty covering the powertrain, hydraulics, and technology.

The new track loader will replace the Town's existing loader currently utilized by multiple Public Works departments.

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

9602-47001	Water Maintenance - Machinery & Equipment	$17,474.17
9802-47001	Sewer Maintenance - Machinery & Equipment	$17,474.17
4203-47001	Solid Waste Management - Machinery & Equipment	$34,948.33
4500-47001	Highway Maintenance - Machinery & Equipment	$34,948.33
9602-R47001	Water Maintenance - Machinery & Equipment	$25,000
9802-R47001	Sewer Maintenance - Machinery & Equipment	$25,000
4203-R47001	Solid Waste Management - Machinery & Equipment	$50,000
4500-R47001	Highway Maintenance - Machinery & Equipment	$50,000

Meetings:

Proposed Motion: Staff recommends authorizing the purchase as presented

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Aug 28, 2026

TOWN OF FRONT ROYAL

PO BOX 1560 FRONT ROYAL, VA 22630

Attention: DON MCPATERS

RE: Quote 236104-04 Budget FY27

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration. Sourcewell Contract #011723-CAT Member Discounts Included
Cat Model: 953 TrackLoaders with all standard equipment in addition to the additional specifications

ID# : 1101440 **SERIAL NUMBER :** 0LTL00901 **YEAR :** 2026 **HOURS :** 9

MACHINE SPECIFICATIONS

Description	Reference No	List
953 TRACK LOADER	571-7389	$357,260.00
REGIONAL PACKAGE, USA	579-4810	$0.00
CONSTRUCTION PKG, HDXL	578-0147	$0.00
ENGINE	578-6771	$0.00
FAN, DEMAND, STANDARD	597-8918	$0.00
AIR INLET, STANDARD	581-2564	$0.00
GUARD, IDLER	308-6518	$995.00
TRACK, 19", DG, HDXL, CTWS	633-4067	$0.00
HYDRAULIC OIL, STANDARD	571-1184	$0.00
LINES IMPLEMENT, QC OR 4V HYD	585-1253	$0.00
CAB, DELUXE	574-5821	$4,090.00
SEAT, PREMIUM	567-7500	$2,640.00
TRANSMISSION CONTROL, V-LEVER	576-3200	$0.00
HYDRAULIC 3V,MP JOYSTICK, PACK	579-4237	$6,730.00
SERVICE PACKAGE, EXTENDED	470-6425	$2,330.00
PRODUCT LINK, CELLULAR PLE643	629-4869	$0.00
KIT, VISIBILITY, SINGLE CAMERA	574-7872	$0.00
LIGHTS, ADDITIONAL	587-0518	$605.00
PREMIUM CORP RADIO (24V)	590-3290	$720.00
TANK, FUEL, STANDARD	586-3135	$0.00
BUMPER, STANDARD	577-3459	$0.00
LINKAGE, STANDARD	578-3059	$0.00
BKTA MP ST 97.8" 2.10YD3 PO	629-2419	$26,050.00
COMPLETE STORAGE PROTECTION	0G-9236	$0.00
CTWS & MSS RECEIVER, BLE	623-5152	$0.00
EASY ACCESS PACKAGE	469-6095	$356.00
OIL CHANGE SYSTEM, HIGH SPEED	348-5135	$425.00
LINES, QUICK COUPLER	661-9625	$4,420.00
Quote #81933- 1 SIS/ET/ADAPT		$4,506.65

SELL PRICE	$274,845.00
EXT WARRANTY	Included
LESS TRADE ALLOWANCE	($20,000.00)
NET BALANCE DUE	**$254,845.00**
AFTER TAX BALANCE	**$254,845.00**

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
963	CAT (AA)	20Z01427	1987	$20,000.00

WARRANTY/EXTENDED COVERAGE

Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	953-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.
Sincerely,

Michael G.Hunt
Governmental Machine Sales
Direct Dial - 804-823-1036

MEMORANDUM

TO: BJ Wilson, Director of Financing

FROM: Donald B McPaters, Director of Fleet Maintenance

SUBJECT: Purchase Track Loader, With 4-1 bucket, and 60-month 3000hr warranty.

DATE: August 7, 2026

We have demo two track loaders. James River Equipment has a 655-track loader. The price is $281,738.80 with a trade in of $12,000.00 for our old 953 Caterpillar loader. We have also asked for extended warranty plan, and we are looking at the 60-month 3000 hours warranty package at the cost of it is 8,600.00. The total cost of the loader with the warranty plan is $290,338.80.

We also demo a track loader from Carter Machinery, a 953- Track loader with a 4-1 bucket at a price of $274,845.00 with a trade in of $20,000.00 for our old 953 Caterpillar loader. The cost of the extended warranty for power train, hydraulic, and Tech included in the price quoted. Final price of $254,845.00.

Our recommendation between the two is the Caterpillar 953 loader far as the cost and operation. At a price of $254,845.00.

This will be replacing a 1988 953 track loader that is used on the farm by three departments Refuse, Streets, and Water Sewer Maintenance.


CAT

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.G.

Agenda Item: IFB #7-2026 Curb and Gutter Installation Services

Summary: Council is requested to authorize the award of IFB #7-2026, Curb & Gutter Installation contract, to Arthur Construction
Company, Inc., in the amount of $149,943.00.

Arthur Construction Company, Inc. submitted the lowest responsive and responsible bid for the work. The contract will be for an initial one-year term, with the option to renew for up to four additional one-year periods upon mutual agreement of both parties.

Budget/Funding: Funding has been encumbered and is available within the following line items:

4500-R47909	Highway Maintenance - New Sidewalk	$74,971.5
4500-R47941	Highway Maintenance - Concrete (New Curb & Gutter)	$74,971.5
	Total	**149,943.00**

Meetings:

Proposed Motion: Staff recommends authorizing the award of the contract as presented.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Memo

Town of Front Royal Public Works

TO: **Michelle Campbell, Manager of Purchasing**

FROM: **Steve Scheulen, Infrastructure Manager**

CC: **BJ Wilson, Assistant Town Manager/Director of Finance**

DATE: **August 27, 2026**

RE: **IFB 8-2026 Curb & Gutter Installation**

Public Works reviewed all bid results for the 2026 Curb & Gutter Bid. Arthur Construction was deemed lowest responsive bidder. Public Works has worked with Arthur on previous projects.

Staff requests to move forward with award. Funding will be covered under 4500-R7909 and 4500-R7941.

Steve Scheulen, Infrastructure Manager

Robert Boyer, Director of Public Works

Town of Front Royal, VA

BID TABULATION

IFB #8-2026 Curb & Gutter Installation

BID DUE DATE and TIME: 8/11/2026 @ 2 PM

			Turner Construction Group, Inc.		Arthur Construction Co., Inc.		Ashburn Contrating Corp.		Finely Asphalt & Sealing LLC		Imperio Construction LLC		M&F Concrete, Inc.	
Description	**UOM**	**QTY**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**	**Unit Price**	**Extended Price**
Installation of CG-6 Curb & Gutter	LF	1189	$38.00	$45,182.00	$50.00	$59,450.00	$80.00	$95,120.00	$69.58	$82,730.62	$49.00	$58,261.00	$69.00	$82,041.00
Installation of CG-9 Aprons	SF	394	$30.00	$11,820.00	$15.00	$5,910.00	$30.00	$11,820.00	$19.69	$7,757.86	$29.00	$11,426.00	$28.00	$11,032.00
Installation of Sidewalk	SF	217	$13.50	$2,929.50	$10.00	$2,170.00	$20.00	$4,340.00	$15.66	$3,398.22	$89.00	$19,313.00	$21.00	$4,557.00
Installation of Asphalt Driveway	SF	132	$14.50	$1,914.00	$8.00	$1,056.00	$20.00	$2,640.00	$94.70	$12,500.40	$29.00	$3,828.00	$19.00	$2,508.00
Installation of CG-7 Curb & Gutter	LF	663	$37.50	$24,862.50	$50.00	$33,150.00	$80.00	$53,040.00	$69.58	$46,131.54	$49.00	$32,487.00	$61.00	$40,443.00
Removal of Existing Curb & Gutter	LF	45	$52.00	$2,340.00	$35.00	$1,575.00	$25.00	$1,125.00	$10.00	$450.00	$24.97	$1,123.65	$28.00	$1,260.00
Removal of Existing Concrete Driveway	SF	315	$28.15	$8,867.25	$5.00	$1,575.00	$5.00	$1,575.00	$5.00	$1,575.00	$9.77	$3,077.55	$9.00	$2,835.00
Removal of Existing Concrete Driveway	SF	489	$28.00	$13,692.00	$5.00	$2,445.00	$5.00	$2,445.00	$6.00	$2,934.00	$9.77	$4,777.53	$9.00	$4,401.00
Removal of Existing Sidewalk	SF	48	$18.00	$864.00	$5.00	$240.00	$15.00	$720.00	$4.00	$192.00	$9.77	$468.96	$94.00	$4,512.00
Stone #21-B	Ton	60	$45.00	$2,700.00	$50.00	$3,000.00	$125.00	$7,500.00	$60.00	$3,600.00	$59.77	$3,586.20	$150.00	$9,000.00
Concrete Steps, including demolition	CF	30	$850.00	$25,500.00	$250.00	$7,500.00	$250.00	$7,500.00	$149.06	$4,471.80	$97.00	$2,910.00	$670.00	$20,100.00
Concrete Flume	SF	25	$48.00	$1,200.00	$20.00	$500.00	$50.00	$1,250.00	$17.25	$431.25	$24.97	$624.25	$130.00	$3,250.00
Road Restoration	SF	2,862	$15.50	$44,361.00	$6.00	$17,172.00	$20.00	$57,240.00	$12.68	$36,290.16	$9.77	$27,961.74	$28.00	$80,136.00
Roof/Sump Drain Connection through Face of Curb	EA	15	$220.00	$3,300.00	$50.00	$750.00	$1,000.00	$15,000.00	$862.50	$12,937.50	$499.77	$7,496.55	$650.00	$9,750.00
Sign Relocation	EA	2	$278.00	$556.00	$75.00	$150.00	$500.00	$1,000.00	$575.00	$1,150.00	$299.77	$599.54	$750.00	$1,500.00
Mailbox Relocation	EA	20	$134.00	$2,680.00	$125.00	$2,500.00	$75.00	$1,500.00	$300.00	$6,000.00	$99.77	$1,995.40	$650.00	$13,000.00
Topsoil	CY	48	$68.50	$3,288.00	$125.00	$6,000.00	$225.00	$10,800.00	$100.00	$4,800.00	$59.77	$2,868.96	$90.00	$4,320.00
Permanent Seeding	LB	120	$25.00	$3,000.00	$25.00	$3,000.00	$40.00	$4,800.00	$23.00	$2,760.00	$14.97	$1,796.40	$15.00	$1,800.00
EC-3 Blanket Matting	SY	180	$72.00	$12,960.00	$10.00	$1,800.00	$10.00	$1,800.00	$6.00	$1,080.00	$14.97	$2,694.60	$15.00	$2,700.00
	TOTAL BID PRICE		**$212,016.25**		**$149,943.00**		**$281,215.00**		**$231,190.35**		**$187,296.33**		**$299,145.00**	

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

Prepared By: Michelle Campbell, VCA, VCO

INVITATION FOR BID FORM

Town of Front Royal Purchasing Department

Title: IFB #8-026 Curb & Gutter Installation
Due prior to 2:00 P.M. Local Prevailing Time, Tuesday, August 11, 2026

ITEM DESCRIPTION	UOM	QTY	Unit Price	Extended Price
Installation of CG-6 Curb & Gutter	LF	1189	$50.00	$59,450.00
Installation of CG-9 Aprons	SF	394	$15.00	$ 5,910.00
Installation of Sidewalk	SF	217	$10.00	$ 2,170.00
Installation of Asphalt Driveway	SF	132	$ 8.00	$ 1,056.00
Installation of CG-7 Curb & Gutter	LF	663	$50.00	$ 33,150.00
Removal of Existing Curb & Gutter	LF	45	$35.00	$ 1,575.00
Removal of Existing Concrete Driveway	SF	315	$ 5.00	$ 1,575.00
Removal of Existing Concrete Driveway	SF	489	$ 5.00	$ 2,445.00
Removal of Existing Sidewalk	SF	48	$ 5.00	$ 240.00
Stone #21-B	Ton	60	$50.00	$ 3,000.00
Concrete Steps, including demolition	CF	30	$250.00	$ 7,500.00
Concrete Flume	SF	25	$ 20.00	$ 500.00
Road Restoration	SF	2,862	$ 6.00	$17,172.00
Roof/Sump Drain Connection through Face of Curb	EA	15	$ 50.00	$ 750.00
Sign Relocation	EA	2	$ 75.00	$ 150.00
Mailbox Relocation	EA	20	$125.00	$2,500.00
Topsoil	CY	48	$125.00	$ 6,000.00
Permanent Seeding	LB	120	$ 25.00	$ 3,000.00
EC-3 Blanket Matting	SY	180	$ 10.00	$ 1,800.00
Total Bid Price				$149,943.00

The Town of Front Royal reserves the right to reject any or all quotations submitted; to waive informalities; to purchase any part of the whole of the items listed unless otherwise stated on this form by the Vendor; to award the bid as deemed to be in the best interest of the Town; and to negotiate with the lowest responsive and responsible bidder in order to stay within available funding.

Quotes must be signed by someone who has the authority to bind the individual or company.

VENDOR Arthur Construction Co., Inc.

SIGNATURE

PRINT NAME Mr. Joe Araujo

TITLE	Vice President
DATE	August 10, 2026
TELEPHONE	(703) 995 1155

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

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

LEGAL NAME & ADDRESS OF FIRM:

Arthur Construction Co., Inc.

23691 Overland Drive

Dulles. Virginia 20166

By: _____

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Mr. Joe Araujo

Title: Vice President

Date: August 10, 2026

Phone: (703) 996 1155

Email: joearaujo@arthurconst.com

Fax: (703) 996 1151

In compliance with this IFB, and subject to all the conditions thereof, the signatory offers, if this bid is accepted within thirty (30) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Mr. Joe Araujo Phone: (703) 996 1155
   Email: joearaujo@arthurconst.com

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   43 Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

A.

Company: Town of Leesburg	Contact: Renee LaFollette
Phone: (703) 737 6071	Email: riafolette@leesburgva.gov
Date of Service: 2025 - 2026	$ Value: $ 2,000,000.00

B.

Company: Town of Purcellviille	Contact: Dale E/ Lehnig
Phone: (540) 751 2327	Email: dlehnig@purcellvilleva.gov
Date of Service: 2025-2026	$ Value: $1,750,000.00

C.

Company: VDOT	Contact: Mr. Gegham
Phone:	Email: gegham.sahakyan@vdot.gov
Date of Service: 2026	$ Value: $ 3,250,000.00

I certify the accuracy of this information.

Signed: _____ Title: Vice President Date: August 10, 2026

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

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

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

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

☒ is a corporation or other business entity with the following SCC identification number: 0291598-1

-OR-

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

-OR-

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

-OR-

○ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

○ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: Vice President

Date: August 10, 2026

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this 10 day of August 10, 2026, 2026

Arthur Construction Co., Inc.

(Name of Organization)

Vice President

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF LOUDOUN

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

Subscribed and sworn to me this 10 day of AUGUST, 2026

Notary Public Signature

My Commission Expires: July 31, 2027

(SEAL)

CARLOS R SILVA
NOTARY PUBLIC
REG. # 7095734
MY COMMISSION EXPIRES
07/31/2027
COMMONWEALTH OF VIRGINIA

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Arthur Construction Co., Inc. _____, the Contractor ("Principal") whose address for delivery of 'Notices' is located at 23691 Overland Drive, Dulles, VA 20166 and West Bend Insurance Company ("Surety"), whose address for delivery of 'Notices' is located at 1900 S 18th Ave, West Bend, WI 53095 are held and firmly bound to the TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, in the County of Warren, State of Virginia, the Owner ("Obligee") in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction known as *CURB AND GUTTER INSTALLATION* in Front Royal, Virginia.

NOW THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal shall not withdraw the bid during the period of ninety (90) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, included as a part of the Invitation for Bid document; that Principal will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the Invitation for Bid document; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and five said bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in such bid and such larger amount for which the Owner may contract with another party to perform the work cover by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the dates indicated below. The name and corporate seal of each corporate party being affixed, and these presents duly signed by its undersigned representative pursuant to authority of it governing body.

Signed and sealed this 11th day of August, 2026

Arthur Construction Co., Inc., 23691 Overland Drive, Dulles, VA 20166 **(SEAL)**

Contractor/Principal

Witness

By: _____

Typed Name: Joe Araujo

Title: Vice President

West Bend Insurance Company, 1900 S 18th Ave, West Bend, WI 53095 **(SEAL)**

Surety

By: _____

Attorney-in-Fact

Typed Name: Shannon Haislmaier

AFFIDAVIT AND ACKNOWLDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN

TO-WIT: I, the undersigned Notary Public, do hereby certify that Shannon Haislmaier _____, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Town of Front Royal, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in fact of West Bend Insurance Company, a WI _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed.
He/she has further certified that his/her Power of Attorney has not been revoked.
Given under my hand this 10 day of AUGUST, 2026.

_____

Notary Public

My name (printed) is: CARLOS SILVA

My registration number is: 7095734

My commission expires: July 31, 2027

(SEAL)

CARLOS R SILVA
NOTARY PUBLIC
REG. # 7095734
MY COMMISSION EXPIRES
07/31/2027
COMMONWEALTH OF VIRGINIA

WEST BEND®

Bond No. 2682454

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Shannon Haislmaier

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 11th day of August, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.H.

Agenda Item: Award of IFB #5-2026 – Glycerin

Summary: Council is requested to authorize the award of IFB #5-2026 for the supply and delivery of glycerin for the Town's Wastewater Treatment Plant to **Suffolk Sales & Service Corporation**, at a unit price of **$3.65 per gallon**.

The Town received three bids in response to the solicitation. Following review of the bids and clarification of product specifications and supporting documentation, Suffolk Sales & Service Corporation was determined to be the **lowest responsive and responsible bidder**.

The contract will be for an initial one-year term with the option of four additional one-year renewal periods upon mutual written agreement. The Town estimates annual usage of approximately **52,000 gallons; however, quantities are estimates only and no minimum purchase is guaranteed.**

Budget/Funding: 9801-45406 – Wastewater Treatment Plant – Chemicals

Meetings:

Proposed Motion: Council is requested to authorize the award of IFB #5-2026 to **Suffolk Sales & Service Corporation at a unit price of $3.65 per gallon** and authorize the Town Manager to execute the resulting contract.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Town of Front Royal, VA

BID TABULATION

IFB #5-2026 High Purity Glycerin

BID DUE DATE & TME: 8/25/2026 @ 10 AM

Description	Qty	UOM	Polytec, Inc. Unit Price	Suffolk Sales & Service Corp. Unit Price	Environmental Operating Solutions Inc. Unit Price
High Purity Glycerin Supply & Delivery Estimated 52,000 gallons annually	1	GAL	$2.92	$3.65	$4.24

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

Prepared By: Michelle Campbell, VCA, VCO

Attachment A – Bid Form

BID FORM

Town of Front Royal Purchasing Department
Title: IFB# 5-2026 High Purity Glycerin

Bidder Information

Company Name: Suffolk Sales and Service Corporation

Mailing Address: 1881 Governors Pointe Drive Suite A City, State, Zip: Suffolk, VA 23436

Remittance Address: PO Box 6140 City, State, Zip: Suffolk, VA 23433

Contact Person: Jeff Moran

Telephone: 804-205-0313

Email: moranj@suffolksales.com Website: https://www.suffolksales.com

SCC Registration Number: 3409695 Federal Tax ID (optional): 54-1508918

Pricing Schedule

Estimated Annual Quantity	Unit Price per Gallon	Total Extended Price	Manufacturer	Product Name	Country of Origin	Delivery Commitment (Days)
52,000	$3.65 Gal	$189,800	Vaport	Liquid Glycerin 50-95%	U.S.A	5 days

The unit price shall include all labor, materials, freight, fuel, delivery, unloading, overhead, profit, fees, and incidental costs. No additional charges shall be permitted.

Bidder Certification

The undersigned certifies that the Bid is made without collusion or fraud; the Bidder has examined the solicitation and addenda; agrees to furnish the product in accordance with the specifications; is authorized to bind the company; and the Bid shall remain valid for ninety (90) calendar days.

Acknowledgment of Addenda

Addendum No. NA Date NA Addendum No. NA Date NA Addendum No. NA Date NA

Authorized Signature: Stacy Moran

Printed Name: Stacy Moran

Title: Vice President

Company: Suffolk Sales and Service Corporation

Date: 8-11-26

Attachment B – SCC Form

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information. The Bidder:

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

☑ is a corporation or other business entity with the following SCC identification number: 3409695 **-OR-**

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

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

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

☐ **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: Stacy Moran Title: Vice President

Date: 8-11-26

Attachment C – References Form

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

1. **Qualification**: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**
   Name: Jeff Moran Phone: 804-205-0313
   Stacy Moran 757-238-8740

3. **Years in Business**: Indicate the length of time you have been in business providing this type of good or service:
   10 + Years _____ Months

4. Indicate below a listing of three (3) references for like jobs the Bidder has performed for a municipal government in Virginia immediately preceding this bid, including contact person, address, and phone number.

   A. Utility/Agency: Henrico County
   Contact Name: James Grandstaff
   Title:
   Email: gra@henrico.gov
   Phone: 804-380-9191

   B. Utility/Agency: New Kent County
   Contact Name: Mike Lang
   Title:
   Email: cmlang@newkent-va.us
   Phone: 804-966-9625

   C. Utility/Agency: Augusta Water
   Contact Name: Jennifer White
   Title: Office Tech
   Email: jwhite@augustawater.com
   Phone: 540-490-2419

References shall be for customers currently using the product proposed under this solicitation.

I certify the accuracy of this information.

Signed: Stacy Moran Title: Vice President Date: 8-11-26

Attachment D – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this ___ day of _____, 2026.

Suffolk Sales And Service Corporation
(Name of Organization)

Vice President
(Title of Person Signing)

Stacy Moran
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Suffolk

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

Subscribed and sworn to me this 21 day of August, 2026.

Notary Public Signature

My Commission Expires: 05-31-2029 (SEAL)

ASHLEY CRUZ
NOTARY PUBLIC
REGISTRATION # 00347290
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 05/31/2029

Attachment E – Conflict of Interest Certification

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

Dated this 21st day of August, 2026.

Suffolk Sales and Service Corporation
(Name of Organization)

Vice President
(Title of Person Signing)

Stacy McCrae
(Signature)

ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Suffolk

Before me, a Notary Public member, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.
Subscribed and sworn to me this 21 day of August, 2026.

Notary Public Signature
My Commission Expires: (SEAL)

ASHLEY CRUZ
NOTARY PUBLIC
REGISTRATION # 00347290
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 05/31/2029

Attachment F – Legal Name and Address Form

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

Legal Business Name: Suffolk Sales and Service Corporation

Trade Name / DBA: Suffolk Sales and Service Corporation

Physical Address: 1881 Governors Pointe Drive Suite A Suffolk, VA 23436

Mailing Address: PO Box 6140 Suffolk, VA 23433

FEIN: 54-1508918

SCC Number: 3409695

By: Stacy Moran
Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Stacy Moran

Title: Vice President

Date: 8-11-26

Phone: 757-238-8740

Email: morans@suffolksales.com

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

SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1939

Suffolk Sales & Service Corp. is pleased to submit pricing for the Town of Front Royal glycerin-based supplemental carbon bid.

Our pricing is based on current market conditions, current raw material availability, transportation costs, and known production economics as of the bid date. The glycerin and supplemental carbon market remains subject to significant volatility due to biodiesel production rates, feedstock costs, federal 45Z tax credit uncertainty, transportation costs, and overall supply availability.

Suffolk will make every reasonable effort to hold the submitted pricing and provide reliable supply throughout the contract term. However, in the event of material changes in raw material cost, supply availability, freight, fuel, regulatory programs, or federal tax-credit treatment that materially affect the cost of glycerin-based supplemental carbon, Suffolk reserves the right to request a price adjustment in accordance with any applicable provisions of the bid documents and contract.

Suffolk maintains regional supply capability and has experience supplying wastewater treatment facilities with supplemental carbon products. Our goal is to provide the Town of Front Royal with a reliable, competitive, and responsive supply option while maintaining transparency regarding market conditions that may affect long-term pricing.

Sincerely,

Jeff Moran

Email
Customerservice@suffolksales.com

Phone
1-800-628-5185

Address
P.O. Box 6140 Suffolk, VA 23433

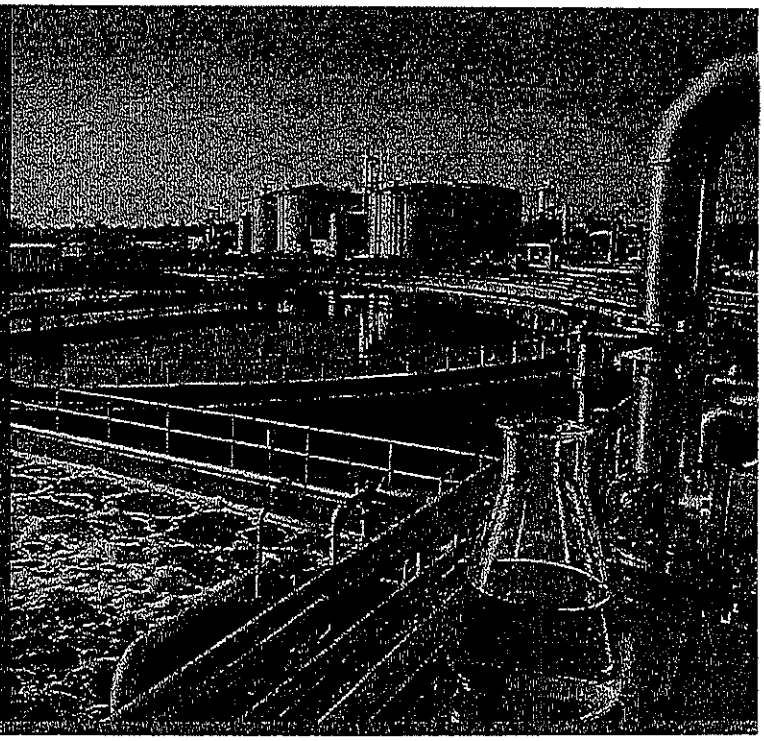
SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1959

SUPPLEMENTAL ORGANIC CARBON

BIOCARB DN

Consistency engineered into every load.

A renewable, glycerin-based carbon source formulated for **denitrification** and biological support when influent BOD is limited.



WHY FURTHER PROCESSING MATTERS

Biodiesel-derived glycerin can vary as feedstocks and plant operating conditions change. Crude glycerin may contain methanol, fatty acids, soaps, salts and other nonglycerin material.

Appearance alone does not define carbon-source quality.
A product can appear clean while still varying in methanol, free fatty acids, dissolved material and available carbon strength. Reliable wastewater performance requires defined chemical specifications and consistent COD from load to load.

PRODUCT PROFILE

FORM	Liquid organic carbon
BASIS	70% glycerin-based
COD	>1,000,000 mg/L
SPECIFIC GRAVITY	1.15-1.29 @ 25°C
METHANOL	< 1%
FREE FATTY ACIDS	< 0.5%

WHY BIOCARB DN IS DIFFERENT

Biocarb DN is **further conditioned, clarified and stabilized before release.** Each load is supplied to defined chemical and carbon-strength specifications - providing quality control beyond appearance alone.

- **More predictable dosing**
  Defined minimum COD supports feed-rate planning.
- **Consistent carbon strength**
  Less exposure to upstream feedstock changes.
- **Controlled residuals**
  Methanol < 1% and free fatty acids (FFA) < 0.5%.
- **Released to specification**
  Chemical performance, not appearance alone.

APPLICATIONS

- Nitrate removal / denitrification
- Low-BOD biological support
- Startup and intermittent-load support
- Municipal and industrial wastewater

Technical note: Values shown are product specifications or typical values. Final feed rates should be established through plant-specific evaluation and adjusted to actual nitrate load, process configuration and operating conditions. Consult the current specification sheet and SDS.

Choose a carbon source defined by performance and specification.

For product data, feed-rate review, sampling or bulk-delivery information:

Sales & Technical Support
757-238-8740 • customerservice@suffolksales.com

SUFFOLK SALES AND SERVICE CORPORATION
www.suffolksales.com • 1-800-628-5185

SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1939

Safety Data Sheet (SDS): **Glycerin 50-95%** **Revision Date 2/2/2026**

Section 1 : Product Identification

- Product Identifier: Glycerin / BIOCARB DN
- Company Identification : Suffolk Sales & Service Corporation CHEMTREC 800-424-9300
  Office 800-628-5185
  www.suffolksales.com
- Use: Intermediate / Supplemental Carbon Source

Section 2 : Hazard(s) Identification

- GHS Classification: Not considered hazardous per OSHA standard 29 CFR 1910.1200.

  P501 Dispose of contents/containers to comply with local, state, and federal regulations

- Other Hazards not Contributing to the Classification: None
- Unknown Acute Toxicity: Not applicable

Section 3 : Composition/Information on Ingredients

CAS #	CHEMICAL NAME	WEIGHT (%)	EINECS #
56-81-5	Glycerin	50-95%	200-289-5
67-56-1	Methanol	<0.1%	200-659-6
124-41-4	Ash	3-7%	NA
67762-38-3	Fatty Acid	<1.0%	263-130-9
7732-18-5	Water	< 45%	215-185-5

Synonyms 1,2,3-propanetriol, glycol alcohol, glycerol triol, aliphatic alcohol

Formula C3H8O3

Molecular Weight 92.09 g/mol

EC-No. 200-289-5

GHS Classification of Substance in accordance to Regulation (EC) No. 1272/2008 (CLP/GHS):

Not a hazardous substance or mixture.

Section 4 : First-Aid Measures

IF INHALED: Remove the victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid.

IF SKIN CONTACT: Wash immediately with at least 15 minutes of water while removing clothing and shoes.

UPON EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower lids. Get medical aid immediately.

AFTER INGESTION: If victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Give medical aid immediately. Induce vomiting by giving one teaspoon of Syrup of Ipecac.

Most Important Symptoms Upon Exposure

AFTER INHALATION: May cause respiratory irritation. May cause effects similar to those of ingestion.

AFTER SKIN CONTACT: May cause irritation.

AFTER EYE CONTACT: Produces irritation, chacterized by a burning sensation, redness, tearing, inflammation, and possible corneal injury. Vapors may cause eye irritation. May cause painful sensitization to light.

AFTER INGESTION: Nausea. Vomiting.

MAY APPEAR LATER: Prolonged or repeated skin contact may cause dermatitis.

ON CONTINUOUS/REPEATED EXPOSURE/CONTACT: Chronic inhalation and ingestion may cause effects similar to those of acute inhalation and ingestion.

Indication of any immediate medical attention and special treatment needed: Effects may be delayed. Ethanol may inhibit metabolism.

Section 5 : Fire-Fighting Measures

Extinguishing Media: Preferably, alcohol resistant foam. Water spray. BC Powder. Carbon dioxide

Unsuitable Extinguishing Media: Solid water jet ineffective as extinguishing media.

Special Hazards Arising from the Substance: This product is not a flammable liquid per the OSHA Hazard communication standard, but will ignite and burn at temperatures exceeding the flash point. Spontaneous combustion may occur under high temperature, closed conditions if the material is absorbed in various fiber matrices and oxygen is present (i.e. oily rags). For additional fire related information, see NFPA 30.

Advice to Firefighters:

- Wear self-contained breathing apparatus for fire fighting.
- Cool tanks/drums with water spray/remove them into safety. Do not remove the load if exposed to heat. Take into account fire-fighting water. Use water moderately and if possible collect or contain it.
- Water spray and foam (AFFF/ATC) must be applied carefully to avoid frothing and from as far a distance as possible.
- Keep run-off water out of sewers and water sources.

NFPA: Health 1 Flammability 1 Instability 0 Special Hazards NA

Section 6 : Accidental Release Measures

Personal Precautions: Keep public away. Isolate and evacuate area. Shut off source if safe to do so. ALL CONTAMINATED SURFACES WILL BE SLIPPERY.

Protective Equipment: Use proper personal protective equipment as indicated in Section 8.

Emergency Procedures: Advise authorities and National Response Center (800-424-8802) if the product has entered a water source or sewer. Notify local health and pollution control agencies if appropriate.

Environmental Precautions: Prevent soil and water pollution. Prevent spreading into sewers.

Methods and Materials for containment: Absorb liquid with inert material (i.e. dry sand or earth), then place into a chemical waste container. Remove all sources of ignition. Provide ventilation. A vapor suppressing foam may be used to reduce vapors. Water spray may reduce vapor but may not prevent ignition in closed spaces. Clean contaminated surface thoroughly.

Reference to Other Sections

Section 8 (ppe) and Section 13 (disposal)

Section 7 : Handling and Storage

Precautions for Safe Handling:

Comply with all legal requirements. Wash thoroughly after handling. Use only in a well-ventilated area. Avoid prolonged and repeated skin contact. Ground and bond containers when transferring material. Empty containers retain product residue (liquid and vapor) and can be dangerous. Keep container tightly closed. Avoid contact with heat, sparks, and flames. Avoid ingestion and inhalation. Do not

pressurize, cut, weld, braze, solder, drill, grind, or expose empty containers to heat, sparks or open flame.

Hygiene Measures:

Do not eat, drink, or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and when leaving work. Wash contaminated clothing before reuse.

Storage Conditions:

Keep away from heat, sparks, and flame. Store in properly closed containers that are appropriately labeled and in a cool, ventilated area away from incompatible substances, heat and sources of ignition. Keep containers dry and tightly closed to avoid moisture absorption and contamination.

Incompatible Materials: Strong oxidizing agents.

Section 8 : Exposure Controls/Personal Protection

Control Parameters - Glycerin

USA ACGIH TLV	NA
USA ACGIH STEL	NA
USA OSHA PEL	5 mg/m3 TWA respirable fraction
USA OSHA PEL	15 mg/m3 TWA, total particulate

American Conference of Governmental Industrial Hygienists

Threshold Limit Value

Short-Term Exposure Limit

Occupational Safety and Health Administration Permissible Exposure Limit

Milligrams per cubic meter of air

Time-Weighted Average (8 hour)

Engineering Controls

Emergency eye wash stations and safety showers should be available in the immediate area of any potential exposure. Keep concentrations well below lower explosive limits (LEL). Local or general exhaust required when using at elevated temperatures that generate vapors or mists.

Personal Protective Equipment

Eye protection: Wear appropriate protective eyeglasses or chemical splash goggles as described by OSHA 1910.133 or European Standard EN166.

Hand and Skin protection: Gloves and clothing of neoprene, nitrile or PVA to prevent skin contact. Glove suitability is based on workplace condition and usage. Contact glove manufacturer for specific glove selection and breakthrough times.

Respiratory Protection: NIOSH or European Standard EN 149 approved respirator with appropriate canisters (or greater APF supplied-air) if aerosol or mist formation and if above exposure limit; in high vapor concentration or fire-fighting self-contained respirator

Section 9 : Physical and Chemical Properties

Appearance: liquid, clear to amber

Odor: mild grainy

Odor threshold: no available data

Solubility: miscible with water

Vapor Density: 3.17 (Air = 1.0)

pH: apparent 5.9 – 8.3

% Volatiles by weight 1

Boiling Point: > 288 degrees C / range > 550 degrees C

Melting Point: 18-20 degrees C

Vapor Pressure: < 1 mm Hg at 25 degrees C

Evaporation Rate: no available data

LEL / UEL : no available data

Flash Point: ≥ 199 degrees C

BTU: 8700

ASH: 7%

Autoignition Temperature: > 260 degrees C

Section 10 : Stability and Reactivity

Reactivity: The product is non-reactive under normal conditions.

Chemical Stability: The material is stable at 70 degrees F, 760 mm Hg pressure

Possibility of hazardous reactions: None under normal processing

Conditions to Avoid: Direct sunlight, high temperature, incompatible materials, open flame, sparks, overheating

Incompatible Materials: Strong oxidizers.

Hazardous Decomposition Products: None known.

Hazardous Polymerization: Has not been reported

Section 11 : Toxicological Information

Acute Toxicity: **Not expected to be acutely toxic. No long-term effects known.**

LD 50 oral	>10,000 mg/kg (1187-2769 mg/kg body weight rabbit)
LD50 dermal	>10,000 mg/kg (rabbit)
LC50 inhalation rat (mg/m3) I hr	➢ 570 mg/m3

Skin corrosion/irritation: Prolonged and repeated contact may cause defatting and drying of the skin and may lead to irritation and/or dermatitis

Serious eye damage/irritation: Produces little or no irritation on direct contact

Respiratory or skin sensitization: Excessive inhalation of mist may result in respiratory irritation. Overheating may produce vapors which may cause respiratory irritation, dizziness and nausea.

Germ cell mutagenicity: None known

Carcinogenicity: Not listed

Reproductivity toxicity: None known

Specific target organ toxicity (single exposure): Not classified

Specific target organ toxicity (repeated exposure): Not classified

Aspiration hazard: Not classified

Section 12 : Ecological Information (non-mandatory)

Section 13 : Disposal Considerations (non-mandatory)

Dispose of in a manner consistent with federal, state, and local regulations.

Section 14 : Transport Information (non-mandatory)

Section 15 : Regulatory Information (non-mandatory)

Section 16: Other Information

The information above is believed to be accurate and represents the best information currently available to us. However, we make no warranty of merchantability or any other warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purposes.

In no way shall Suffolk Sales & Service Corporation be liable for any claims, losses, or damages of any third party or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, even if Glycerin Traders has been advised of the possibility of such damages.

VAPORT INC.

CERTIFICATE OF ANALYSIS

SELLER : Suffolk Sales & Service P.O. Box 6140 Suffolk, VA 23433-0140	BUYER : Town of Front Royal
SHIPPER : Vaport, Inc 1510 Columbus Avenue Portsmouth, VA 23704	SHIPPED TO :
ORDER NO:	DATE SHIPPED : / SHIPPED VIA :
PRODUCT : Biocarb 70%	
QUANTITY : T/W	
LOT NO. : 07076A Date of Manufacture: 7/7/2026	

TEST	ANALYSIS	
Color(Gardner)	12	
pH	5.2	
Spec. Grav.	1.22	
COD (mg/L)	>1,000,000	
% Gly	70.7%	
% MeOH	<0.05%	
Ash/Debris	nil	

HCA

Memo

Town of Front Royal Public Works

TO: **Michelle Campbell**

FROM: **Robbie Hodges, Wastewater Manager**

CC: **Robbie Boyer, Public Works Director**

DATE: **September 2, 2026**

RE: **Glycerin Bid Recommendation**

We're requesting council to authorize an award of the Glycerin Bid to Suffolk Sales. We have consistently used this supplier in the past with good results. Glycerin is used as Food for the Bacteria and Aids in Nutrient Removal needed to Meet VPDES Permit Limits.

Feel free to reach out to me with any Questions.

Thanks,

Robbie Hodges

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.I.

Agenda Item: FY27 Budget Amendment and Award of Prospect Street Bridge Replacement Project

Summary: Council is requested to approve an FY27 Budget Amendment in the amount of **$479,548.00** to appropriate funding from the Virginia Department of Transportation (VDOT) Revenue Sharing Program for the Prospect Street Bridge Replacement Project and to authorize the award of the construction contract to **WG Construction Company, Inc.**, the lowest responsive and responsible bidder, in the amount of **$959,096.00**.

On July 30, 2026, the Purchasing Department conducted a public bid opening for the Prospect Street Bridge Replacement Project, receiving three bids through competitive sealed bidding. Terra Constructs submitted the apparent lowest bid; however, following review of the bid package, the bid was determined to be nonresponsive. **WG Construction Company, Inc. was subsequently determined to be the lowest responsive and responsible bidder.**

Mattern & Craig, Inc., the Town's project engineer, reviewed WG Construction's bid package, contractor qualifications, and references and recommends award of the contract to WG Construction Company, Inc. in the amount of **$959,096.00**. Mattern & Craig also noted its successful experience with WG Construction on the Town's 8th Street Bridge Replacement Project in 2025 and verified that the contractor maintains a Virginia Class A Contractor license.

Budget/Funding:

	Account	Description	Amount
Revenue	4500-3410206	Street Fund Revenue Reimbursement	$479,548.00
Expenditure	4500-47926	Highway Maintenance – Bridge Repairs	$479,548.00

Upon approval of the FY27 Budget Amendment, funding for the construction contract will be available as follows:

Account	Description	Amount
4500-47926	Highway Maintenance – Bridge Repairs – VDOT Revenue Sharing	$479,548.00
4500-	Highway Maintenance – Bridge Repairs – Town Funds Carried	$479,548.00

R47926	Forward	
	Total Project Funding	**$959,096.00**

Meetings:

Proposed Motion: Staff recommends that Council approve the FY27 Budget Amendment in the amount of $479,548.00 and authorize the award of the Prospect Street Bridge Replacement Project to WG Construction Company, Inc. in the amount of $959,096.00.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

Randy W. Beckner
Bradley C. Craig
Wm. Thomas Austin
James B. Voso
Chad M. Thomas
Jason A. Carder
Brian R. Newman
D. Jason Snapp
Ryan P. Kincer

Mattern & Craig
ENGINEERS • SURVEYORS

Edwin K. Mattern, Jr. (1949-1982)
J. Wayne Craig (1940-2024)
Gene R. Cress (1935-2014)
Sam H. McGhee, III (1940-2018)
Stewart W. Hubbell (Retired)
Michael S. Agee (Retired)
Steven A. Campbell (Retired)
Randy L. Dodson (Retired)

September 1, 2026

Mr. Robert Boyer
Director of Public Works
PO Box 1560
800 Crosby Rd- Extended
Front Royal VA, 22630

RE: 4731A – East Prospect Street Superstructure Replacement

Dear Mr. Boyer:

Bids were received on the above referenced project on July 30, 2026. A copy of the bid tabulation summary is attached. Terra Constructs, from Front Royal, Virginia, was the apparent low bidder. After further review of the bid package, it was found that a significant amount of information was not submitted and the bid package was deemed unresponsive by the Town of Front Royal. It is our understanding that the Town has contacted Terra Constructs to inform them of the unresponsive bid. WG Construction Co. Inc., from Manassa, Virginia was the apparent next low bidder with a total price of $959,096.00.

Mattern & Craig has most recently worked with WG Construction and the Town on the 8th Street Bridge Replacement Project in 2025. The project was completed successfully, and we understand the Town was pleased with the work performed by WG Construction. We have also verified that they have maintained their licensure as a Class A Contractor in the Commonwealth of Virginia.

Based upon our review of the bid package and the information provided by the references, Mattern & Craig would recommend award of a contract to WG Construction Co. Inc., for the amount of $959,096.00 for the East Prospect Street Superstructure Replacement Project. Our firm can prepare the Notice of Award and Agreement once you are ready to proceed.

Sincerely,

Chad M. Thomas, P.E.
Project Manager

CMT/kes
Enclosures: As noted

701 1st St. S.W. • Roanoke, VA 24016
(540) 345-9342 • Fax (540) 345-7691
www.matternandcraig.com

Town of Front Royal, VA

BID TABULATION

IFB #4-2026 Prospect Street Bridge Replacement

BID OPENING DATE: Thursday, July 30,2026

BID OPENING TIME: 2:00 PM

	Terra Constructs Front Royal, VA	WG Construction Co., Inc. Manaassas, VA	Sagres Construction Alexandria, VA
Description	**Total Bid Price**	**Total Bid Price**	**Total Bid Price**
Prospect St. Bridge Replacement	**$ 884,241.98**	**$ 959,096.00**	**$ 1,149,134.30**

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

Apparent Low Bidder: Terra Constructs

Prepared By: Michelle Campbell, VCA

BID FORM FOR CONSTRUCTION CONTRACT

EAST PROSPECT STREET SUPERSTRUCTURE REPLACEMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: Town of Front Royal, ATTN: Michelle Campbell, Purchasing Manager, PO Box 1560, Front Royal VA 22630

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

VDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
513SD20-0001	MOBILIZATION	LS	1	$76,000.00	$ 76,000.00
517SD20-0001	CONSTRUCTION SURVEY	LS	1	$22,800.00	$ 22,800.00
301SD20-0002	CLEARING AND GRUBBING	ACRE	0.02	$250,000.00	$ 5,000.00
303SD20-0029	SILTATION CONTROL EXCAVATION	CY	53	$70.00	$ 3,710.00
303SD20-0030	INLET PROTECTION TYPE A	EA	1	$1,500.00	$ 1,500.00
303SD20-0034	TEMP. SILT FENCE TYPE A	LF	225	$14.00	$ 3,150.00
309SD20-0010	AGGR. BASE MATL. TY. I NO. 21B	TON	149	$160.00	$ 23,840.00
315SD20-0008	ASPHALT CONC.TY. SM-9.5D	TON	44	$450.00	$ 19,800.00
315SD20-0010	ASPHALT CONCRETE BM-25.0A	TON	111	$280.00	$ 31,080.00

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315SD20-0104	SAW-CUT ASPHALT CONCRETE SAW-CUT ASPHALT CONCRETE FULL DEPTH	LF	125	$ 50.00	$ 6,250.00
401SD20-0001	STRUCTURE EXCAVATION	CY	8	$ 700.00	$ 5,600.00
401SD20-0002	SELECT BACKFILL (ABUTMENT ZONE)	TON	42	$ 125.00	$ 5,250.00
404SD20-0009	BRIDGE DECK GROOVING	SY	121	$ 70.00	$ 8,470.00
404SD20-0010	COVER DEPTH SURVEY	SY	121	$ 40.00	$ 4,840.00
404SD20-0017	CONC. CL. A4 MOD. LOW SHRINK.	CY	32	$ 4,200.00	$ 134,400.00
404SD20-0021	CONCRETE CLASS A3	CY	6.9	$ 6,900.00	$ 47,610.00
405SD20-0004	PRESTR. CONC. SLAB TYPE A 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE B 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE C 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
405SD20-0004	PRESTR. CONC. SLAB TYPE D 3' X 15" X (+25'-30')	EA	2	$ 20,000.00	$ 40,000.00
406SD20-0003	CORROSION RESISTANT REINF.STEEL CL. I	LB	9810	$ 5.00	$ 49,050.00
410SD20-0054	RAILING, 31" MGS	LF	112	$ 271.00	$ 30,352.00
412SX20-0010	NS REMOVE AND REINSTALL STONE MASONRY	CF	8	$ 1,245.00	$ 9,960.00
412SX20-0011	NS REPOINT STONE MASONRY	SF	175	$ 89.00	$ 15,575.00
413SX20-0002	NS DISM.& REM. PORTIONS OF EXIST. STR. NO. 8002	LS	1	$ 137,000.00	$ 137,000.00
504SD20-0002	CG-12 DETECTABLE WARNING SURFACE	SY	7	$ 890.00	$ 6,230.00
505SD20-0014	RADIAL GUARDRAIL GR-MGS1	LF	78	$ 170.00	$ 13,260.00
505SD20-0017	GUARDRAIL TERMINAL GR-MGS2 - TL-2	EA	4	$ 9,300.00	$ 37,200.00
505SD20-0039	GUARDRAIL TER. SITE PREPARATION	EA	4	$ 600.00	$ 2,400.00
505SD20-0073	REMOVE EXISTING GUARDRAIL	LF	54	$ 120.00	$ 6,480.00
508SD20-0004	DEMO. OF PAVEMENT FLEXIBLE	SY	35.6	$ 180.00	$ 6,408.00
511SD20-0001	ALLAYING DUST	HR	150	$ 60.00	$ 9,000.00
512SP20-0002	NS MAINTENANCE OF TRAFFIC	LS	1	$ 37,500.00	$ 37,500.00
515SD20-0004	FLEXIBLE PAVE.PLANING 0"-2"	SY	188	$ 54.00	$ 10,152.00
602SD20-0003	TOPSOIL CLASS B 2"	ACRE	0.1	$ 54,400.00	$ 5,440.00
603SD20-0002	TEMPORARY SEED	LB	18.75	$ 44.00	$ 825.00
603SD20-0003	REGULAR SEED	LB	23	$ 44.00	$ 1,012.00
603SD20-0004	OVERSEEDING	LB	23	$ 44.00	$ 1,012.00
603SD20-0014	FERTILIZER NITROGEN - N	LB	7	$ 12.00	$ 84.00
603SD20-0015	FERTILIZER PHOSPHOROUS - P	LB	14	$ 12.00	$ 168.00
603SD20-0016	FERTILIZER POTASSIUM - K	LB	7	$ 12.00	$ 84.00
603SD20-0017	LIME	TON	0.4	$ 1,760.00	$ 704.00
700SD20-0003	REMOVE EXISTING 1 POST SIGN STRUCTURE	EA	7	$ 700.00	$ 4,900.00
700SD20-0012	RELOCATE EX. 1 POST GRND MOUNT SIGN PANEL	EA	6	$ 1,300.00	$ 7,800.00
704SD20-0010	TY.B CL.I PAVE. LINE MARK. 24"	LF	144	$ 50.00	$ 7,200.00
Total of All Unit Price Bid Items					$ 959,096.00

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

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2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price

Total Bid Price

Nine Hundred Fifty-Nine Thousand Ninety-Six Dollars and Zero Cents ($ 959,096.00)

(Printed Words) **(Numbers)**

ARTICLE 4—ESCROW

4.01 Since our bid is $200,000 or more, I/we elect to utilize the escrow account procedure described in Section 12.13 of the Instructions to Bidders if determined to be the successful low bidder(s).

No

(Write "yes" or "no")

ARTICLE 5—TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	July 10, 2026
2	July 27, 2026

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

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1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
    c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
    d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

WG Construction Co., Inc.
(typed or printed name of organization)

By: X
(individual's signature)

Name: Dann Nash
(typed or printed)

Title: COO
(typed or printed)

Date: 7/30/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:
(individual's signature)

Name: Ben Custead
(typed or printed)

Title: Chief Estimator
(typed or printed)

Date: 7/30/2026
(typed or printed)

Address for giving notices:
9251 Industrial Ct., Manassas, VA 20109
estimates@wgconstruction.com

Bidder's Contact:

Name: David Yergin-Doniger
(typed or printed)

Title: President/CEO
(typed or printed)

Phone: 703-335-5599

Email: estimates@wgconstruction.com

Address:
9251 Industrial Ct.
Manassas, VA 20109

Bidder's Contractor License No.: (if applicable) 2701030866

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BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: WG Construction Co., Inc. Address *(principal place of business)*: 9251 Industrial Court Manassas, VA 20109	Name: SiriusPoint America Insurance Company Address *(principal place of business)*: 1 World Trade Ctr, 285 Fulton St, 47th Fl STE 47J New York, NY 10007
Owner	**Bid**
Name: Town of Front Royal Address *(principal place of business)*: 102 E. Main Street Front Royal, VA 22630	Project *(name and location)*: East Prospect Street Superstructure Replacement, E. Prospect Street, Front Royal, VA 22630 Bid Due Date: July 30, 2026

Bond

Penal Sum: 5% Five Percent of Amount Bid

Date of Bond: July 30, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
WG Construction Co., Inc. *(Full formal name of Bidder)*	SiriusPoint America Insurance Company *(Full formal name of Surety) (corporate seal)*
By: X *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Dann Nash *(Printed or typed)*	Name: Ericka Y. Turner *(Printed or typed)*
Title: COO	Title: Attorney-in-Fact
Attest: *(Signature)*	Attest: Edith Grayson-Brown *(Signature)*
Name: Benjamin Custead BWC *(Printed or typed)*	Name: Edith Grayson-Brown *(Printed or typed)*
Title: Chief Estimator	Title: Account Manager

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form). (EA-02/21)
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
    3.2. All Bids are rejected by Owner, or
    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

TSBA0823

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint: **Ericka Y. Turner**

BondNo: Bid Bond
Principal: WG Construction Co., Inc.
Obligee: Town of Front Royal

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 30th day of July , 2026

Paul Mihulka
President

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	WG Construction Co., Inc.		
Corporate Office			
Name:	David Yergin-Doniger	Phone number:	703-335-5599
Title:	President/CEO	Email address:	estimates@wgconstruction.com
Business address of corporate office:	WG Construction Co., Inc. 9251 Industrial Ct. Manassas, VA 20109		
Local Office			
Name:	David Yergin-Doniger	Phone number:	703-335-5599
Title:	President/CEO	Email address:	estimates@wgconstruction.com
Business address of local office:	WG Construction Co., Inc. 9251 Industrial Ct. Manassas, VA 20109		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1/31/1986	State in which Business was formed:	VA
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	WG Ventures, LLC	Affiliation:	100% Ownership
Address:	28 Blackwell Park Lane, Suite 100 Warrenton, VA 20186		
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	David Yergin-Doniger	Title:	President/CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:	Dann Nash	Title:	COO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	VA Contractors License		
Licensing Agency:	DPOR		
License No:	2701030866	Expiration Date:	11/30/2027
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☒ Small Business Enterprise	SBSD	9/7/2023
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Jennice Hyatt	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
OSHA 30	OSHA	N/A

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
WG Construction Co., Inc.	.91	13.41	149,107	.85	20.51	146,237	.85	18.28	164,033

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Truist	
Business address:	8200 Greensboro Dr. Suite 1000	
Date of Business's most recent financial statement:	May 2026	☒ Attached
Date of Business's most recent audited financial statement:	YE 2024	☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		1.22
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		1.26

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Serious Point America Insurance Co.		
Surety is a corporation organized and existing under the laws of the state of:	New York		
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	One World Trade Center, Ste. 47J 285 Fulton St. New York, NY 10007		
Physical Address (principal place of business):	One World Trade Center, Ste. 47J 285 Fulton St. New York, NY 10007		
Phone (main):	212-312-2500	Phone (claims):	212-312-2500

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Commonwealth Contractors GSIA		Workman's Compensation	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No	
Mailing Address (principal place of business):	9620 Iron Bridge Rd., Ste 202 Chesterfield, VA 23832		
Physical Address (principal place of business):	9620 Iron Bridge Rd., Ste 202 Chesterfield, VA 23832		
Phone (main):	804-858-2000	Phone (claims):	804-858-2000

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ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Phoenix Insurance Co, (Travelers)	Liability Commercial GL and Auto
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	One Tower Square Hartford, CT 06183
Physical Address (principal place of business):	One Tower Square Hartford, CT 06183
Phone (main): 860-277-0111	Phone (claims): 800-238-6225

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Great American Insurance Co.	Umbrella
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☒ Yes ☐ No
Mailing Address (principal place of business):	PO Box 5425 Cincinnati, OH 45202
Physical Address (principal place of business):	301 E. Fourth St. Cincinnati, OH 45202
Phone (main): 800-545-4269	Phone (claims): 844-424-4669

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	98
Estimate of revenue for the current year:	30,000,000.00
Estimate of revenue for the previous year:	26,450,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	40	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: WG Construction Co., Inc.
(typed or printed name of organization)

By: X
(individual's signature)

Name: Dann Nash
(typed or printed)

Title: COO
(typed or printed)

Date: 7/30/2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
(individual's signature)

Name: Ben Custead
(typed or printed)

Title: Chief Estimator
(typed or printed)

Address for giving notices:
9251 Industrial Ct.
Manassas, VA 20109
estimates@wgconstruction.com

Designated Representative:

Name: David Yergin-Doniger
(typed or printed)

Title: President/CEO
(typed or printed)

Address:
9251 Industrial Ct.
Manassas, VA 20109

Phone: 703-335-5599
Email: estimates@wgconstruction.com

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Schedule A—Current Projects

Name of Organization				
Project Owner	VDOT	Project Name	SGR-Bridge Replacement	
General Description of Project	Replacement of bridge			
Project Cost	3,819,769.30	Date Project	3/4/2026 - 7/1/2027	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jesse Godsey	Jennice Hyatt	Jennice Hyatt	Houshang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Michael Coffey	Construction Eng.	VDOT	540-642-8212	michaelt.coffey@VDOT.Virginia.gov
Designer	GOPI SRIPATHY	Sr. Bridge Eng.	VDOT		
Construction Manager	Ben Ernst	Construction Eng.	VDOT	540-642-8212	ben.ernst@VDOT.Virginia.gov

Project Owner	The Anderson Company	Project Name	Powerhouse 95 Pump Station	
General Description of Project	Construction of complete grinder pump station.			
Project Cost	2,681,000.00	Date Project	9/25/25- Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jordan Briones	Mike Jackson	Joe Keaveney	Housang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	J. Simon		E.E. Reed Const.	703-435-4800	jsimon@eereedeast.com
Designer	JEREMY HISE	Consultant	HAZEN AND SAWYER	410.539.7681	jhise@hazenandsawyer.com
Construction Manager	Jochen Dunville	Sr. PM	The Anderson Co.	703-393-4988	jochen@andernco.com

Project Owner	Mount Sterling LLC	Project Name	Mount Sterling Booster Station	
General Description of Project	Construction of Water Booster Station			
Project Cost	3,232,620.00	Date Project	5/25/2024 - Current	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Jordan Briones	Mike Jackson	Joe Keaveney	Housang Hadioonzadeh

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Daniel Capretti,	P.E.	Capretti Land Inc.	571-527-9250	daniel@caprettiland.com
Designer	Brett Heim	PE	Dewberry	(804) 290-7957	bheim@dewberry.com
Construction Manager	Dave Simons	Land Dev Maanger	Mount Sterling LLC	703-858-4242	Dsimons@djs-land.co

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Schedule B—Previous Experience with Similar Projects

Name of Organization	WG Construction Co., Inc.				
Project Owner	Town of Front Royal		Project Name	8th Street Bridge Replacement over Happy Creek	
General Description of Project	Bridge construction | Roadway Restoration | Concrete Flatwork | Restoration | Landscaping				
Project Cost	$1,925,954.25		Date Project	4/21/2025 - 1/26/2026	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	BJ Wilson	Interim Town Mgr	Front Royal	540-631-2788	bwilson@frontroyalva.com
Designer	Thomas Goodwin	Designer	Mattern & Craig, Inc.	540-345-9342	
Construction Manager					

Project Owner	Prince William Water		Project Name	Sewer Collection Rehabilitation & Replacement Program -UOSA Bridge	
General Description of Project	Bridge construction | Bypass | Sewer Infrastructure				
Project Cost	559,645.77		Date Project	2/28/2025 - 9/5/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Naeem Arshad	PM	Prince William Service Authority	703-393-4446	narshad@pwwater.org
Designer	Sharon Dusza	Designer	RDA	703-368-7373	
Construction Manager					

Project Owner	B&S Site Development c/o Stack		Project Name	Avanti 3 Conspan Bridge	
General Description of Project	Concrete Flatwork | Culvert Construction | Cast in Place | Stormwater Infrastructure				
Project Cost	299,652.00		Date Project	2/1/2025 - 3/22/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jpohn Puglise	PM	B&S Site Dev.	571-379-0917	jpuglise@bandssite.cop
Designer	Sangam Neupane	Designer	Kimley-Horn and Associates, Inc	703-674-1300	
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	City of Manassas		Project Name	Liberia House Pedestrian Bridge	
General Description of Project	Bridge Construction | Cast In Place | Excavation				
Project Cost	160,122.61		Date Project	8/6/2024 - 4/1/2025	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Bill Potempa	Jennice Hyatt	Jennice Hyatt	Jennice Hyatt	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Olivia Mroczko	Strmwater Asset Mgr	City of Manassas	703-257-8200	olivia.mroscko@manassascity.org
Designer	Christine Pankow	Designer	HGS, LLC	703-393-4844	
Construction Manager					

Project Owner	The Whiting-Turner Contracting Company C/o Capital One		Project Name	Scotts Run Conspan Construction	
General Description of Project	Conspan | Cast In Place Concrete | Storm Water Infrastructure				
Project Cost	1,232,271.00		Date Project	1/29/2024 - 2/2/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Johnny Eklund	Project Manager	Whiting Turner	703-856-4433	jonathan.eklund@whiting-turner.com
Designer	Becki Shah	PM	Bowman Consulting Group.	703-464-1046	
Construction Manager					

Project Owner	Brambleton Group, LLC		Project Name	Brambleton 42618 Stratford Landing Dr.R&R Bridge	
General Description of Project	Bridge Construction | Cast-In-Place				
Project Cost	158,350		Date Project	11/11/2024 - 12/10/2024	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Colby Grady	Lee Grady	Lee Grady	Lee Grady	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jeannie Kimble	PM	Brambleton	571-393-5907	jeannie.kimble@brambleton.com
Designer	Bryan Sears	Designer	Urban Ltd.	703-642-8080	
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual	Bill Potempa		
Years of experience as project manager	19		
Years of experience with this organization	2.6		
Number of similar projects as project manager	10		
Number of similar projects in other positions	5		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		10%	10/2026
N79 Bridge Replacement		15%	7/1/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Naeem Arshad
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Prince Will Water
Telephone	540-631-2788	Telephone	703-393-4446
Email	bwilson@tfrontroyalva.com	Email	narshad@pwwater.org
Project	8th St. Bridge Replacement	Project	Sewer Collection Rehabilitation & Replacement Program - UOSA Bridge
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual	Jennice Hyatt		
Years of experience as project superintendent	12		
Years of experience with this organization	1.5		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/2026
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Ts
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

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Safety Manager			
Name of individual	Jennice Hyatt		
Years of experience as project manager	12		
Years of experience with this organization	1.5		
Number of similar projects as project manager	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/26
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Tscarora Creek
Candidate's role on project	Superintendent/ Safety Mgr	Candidate's role on project	Superintendent/ Safety Mgr

Quality Control Manager			
Name of individual	Jennice Hyatt		
Years of experience as project superintendent	12		
Years of experience with this organization	1.5		
Number of similar projects as project superintendent	4		
Number of similar projects in other positions	2		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek		95%	10/26
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	BJ Wilson	Name	Rizwan Ishaq
Title/Position	Interim Town Mgr.	Title/Position	PM
Organization	Town of Front Royal	Organization	Town of Leesburg
Telephone	540-631-2788	Telephone	703-737-7055
Email	bwilson@tfrontroyalva.com	Email	rishaq@leesburgva.gov
Project	8th St. Bridge Replacement	Project	Lawson Road Bicycle & Pedestrian Crossing of Tscarora Creek
Candidate's role on project	Superintendent/QC	Candidate's role on project	Superintendent/QC

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TOWN OF FRONT ROYAL

ADDENDUM #1

July 10, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB# 4-2026 PROSPECT STREET BRIDGE REPLACEMENT

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing of the addendum in the appropriate space below.

REVISIONS

AD1-1 The Pre-Bid Meeting Notes, including Contractor Questions and Answers, are attached.

AD1-2 The Pre-Bid Sign-In Sheet is attached.

END OF ADDENDUM #1 ISSUED: July 10, 2026

WG Construction Co., Inc.
Name of Firm

COO
Signature/Title

Dann Nash
Printed Name

7/30
Date

Thank you,

Michelle Campbell
Purchasing Manager

TOWN OF FRONT ROYAL

ADDENDUM #2

July 27, 2026

TO ALL POTENTIAL BIDDERS

Reference: IFB# 4-2026 PROSPECT STREET BRIDGE REPLACEMENT

The following revisions, additions, and clarifications are hereby made part of the Contract Documents and Technical Specifications for the above-referenced project and shall be taken into account in the preparation of all bids and the execution of all Work. Bidders shall acknowledge receipt by signing of the addendum in the appropriate space below.

AD2-1 This addendum shall be issued to respond to questions received prior to and on 07/23/2026.

END OF ADDENDUM #1 ISSUED: July 27, 2026

WG Construction Co., Inc.

Name of Firm

COO

Signature/Title

Dann Nash

Printed Name

7/30

Date

Thank you,

Michelle Campbell
Purchasing Manager

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That WG CONSTRUCTION CO., INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on January 31, 1986;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

January 12, 2026

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2026011222793990

WG CONSTRUCTION CO., INC.

9251 INDUSTRIAL COURT MANASSAS, VA 20109
TELEPHONE (703) 335-5599
FAX (703) 335-0880

June 19, 2023

Attention: To Whom It May Concern

Reference: Authorization of Chief Operating Officer (COO) to Execute Documents

Dear Collaborators,

This letter serves as formal documentation that Dann Nash, holding the position of Chief Operating Officer (COO) at WG Construction Co., Inc., is hereby authorized to act on behalf of the company in the following capacities:

1. To review, negotiate, and execute contracts with clients, vendors, partners, and other third parties;

2. To enter into and execute subcontracts with qualified subcontractors and consultants as necessary for the operation and delivery of company projects;

3. To issue and approve purchase orders for the procurement of goods, materials, and services in accordance with the company's procurement policies.

This authority includes the right to bind the company legally, commit to obligations, and make representations on behalf of WG Construction Co., Inc. within the normal course of business operations.

All such documents executed by the COO shall be considered valid and binding upon the company.

This authorization is effective as of the date of this letter and shall remain in full force and effect unless modified or revoked in writing by the company's Board of Directors or Chief Executive Officer.

Please direct any questions regarding this authorization to the undersigned.

Sincerely,
WG CONSTRUCTION CO., INC

David A. Yergin-Doniger
CEO / President

Attachments as noted.

cc: File

WG Construction
MANASSAS, VIRGINIA

WILLIAM "BILL" POTEMPA

EDUCATION

Northwestern University | Master of Science – Executive Management for Design and Construction (EMDC)

Purdue University | Bachelor of Science –Construction Engineering and Management

WORK EXPERIENCE

October 2024 – Present

WG Construction Co., Inc. | Director of Construction

October 2020 – Present or September 2024

Terra Constructs | Vice President of Estimating

July 2017 – October 2020

Lane Construction | Sr. Project Engineer

June 2013 – June 2017

F.H. Paschen, S.N. Nielson & Associates | Project Manager/Lead Estimator

June 2007 – June 2013

Kiewit Corporation | Project Engineer/ Estimator

PREVIOUS PROJECT EXPERIENCE

Terra Constructs\Transurban\VDOT | I-395 Express Lanes Design Build Project
2017-2020
Conversion of an existing HOV facility to Express Lanes approximately 8 miles in length
Interchange reconfigurations/improvements
Bridge widening and bridge rehabilitation

F.H. Paschen\Chicago DOT | Western Ave. Viaduct Removal and Road Reconstruction
2015
Removal of an existing viaduct structure
Roadway reconstruction
Bridge rehabilitation

F.H. Paschen | Mathon Dr. Bridge Replacement
2014
Bridge Replacement

F.H. Paschen/Illinois State Highway Toll Authority | I-94 and Grand Ave. Interchange Construction and Systemwide Repairs
2014-2015
Reconstruction of 7 of 8 ramps at interchange
Soldier Pile retaining wall
Various improvements through ISHTA system (guardrail)

Kiewit Corporation/MODOT | Safe and Sound 554 Bridge Replacement Design-Build Project
2010-2012
Design-Build project to remove and replace 554 bridges throughout entire state of Missouri

I-395 Express Lanes Design Build Project 2017 – 2020

(Transurban/VDOT) Alexandria and Arlington Counties, Virginia
Conversion of an existing HOV facility to Express Lanes approximately 8 miles in length
Interchange reconfigurations/improvements
Bridge widening and bridge rehabilitation

Western Ave. Viaduct Removal and Road Reconstruction 2016
(Chicago DOT) Chicago, Illinois
Removal of an existing viaduct structure
Roadway reconstruction
Bridge rehabilitation

Systemwide Repairs (Illinois State Highway Toll Authority) 2015
Various locations, Illinois
Toll gantry repair
Pavement repair
Guardrail replacements

Mathon Drive Bridge Replacement (IDOT) 2014
Waukegan, Illinois
Bridge replacement

I-94 and Grand Ave. Interchange Construction and Systemwide Repairs (Illinois State Highway Toll Authority) 2014-2015
Gurnee and various locations, Illinois
Reconstruction of 7 of 8 ramps at interchange
Soldier Pile retaining wall
Various improvements through ISHTA system (guardrail)

Rollins Rd. Grade Separation Project (Lake County DOT) 2013-2015
Round Lake Beach, Illinois
Eliminated at grade railroad crossing by lowering intersection approximately 20' and building a new RR bridge in phased construction. Significant amount of both concrete pavement and structural concrete
Temporary bridge utilize to maintain traffic flow

Goethals Bridge Replacement Design Build Pursuit (Port Authority of NY and NJ) 2012-2013
Woodcliff Lake, New Jersey
Design-Build pursuit to replace Goethals Bridge with new cable stay structure

Safe and Sound 554 Bridge Replacement Design-Build Project (MODOT) 2010-2012
Kansas City, Missouri
Design-Build project to remove and replace 554 bridges throughout entire state of Missouri

Coney Island Electrical Substation Replacement (NYC DEP) 2009
Brooklyn, New York
Phase substation replacement project
Heavy switchgear, transformers
Slab construction on auger cast pile foundations
CMU walls with brick fa?ade
Vertical construction

Macomb's Dam Retaining Wall Reconstruction and Bridge Widening (NYC EDC) 2008
Bronx, New York
Widening existing overpass bridge to accommodate a new/widened sidewalk adjacent to Yankees baseball stadium
Retaining wall reconstruction

145th Street Swing Bridge Replacement (NYCDOT) 2007-2008
Manhattan-Bronx, New York
Replacement of a center pivot swing bridge over Harlem River

WG CONSTRUCTION CO., INC PROJECT EXPERIENCE

IFB 17-2024: Lawson Road Bicycle & Pedestrian Crossing of Tuscarora Creek

Town of Leesburg
January 2026 – October 2026
Construction of new trail and cast-in-place culvert as a low water stream crossing. Project inclusive of concrete flatwork, stream diversion, paving and pavement marking.
Value: $ $840,015.14

IFB 17-2024: 8th Street Bridge Replacement over Happy Creek

Town of Front Royal
April 2025 – January 2026
Replacement of the 8th Street bridge over Happy Creek. Project inclusive of roadway restoration, storm water pipe and structures, concrete flatwork restoration and landscaping. Project included stream water diversion.
Value: $1,925,954.25

SA-2502: Sewer Collection Rehabilitation & Replacement Program – UOSA Bridge

Prince William Water
February 2025 – September 2025
Construction of concrete bridge inclusive of demolition of existing bridge, site development, sewage bypass pumping system, restoration and landscaping.
Value: $ $582,230.00

SA-2502: Route 29 Soundwalls

Shirley Contracting Company LLC
October 2025 – March 2026
Installation of soundwalls for Section C1, C2, D and G. Project included installation of 147 precast posts and 52,152.5 SF precast panels, excavation and backfill.
Value: $ $582,230.00

20210090: Mount Sterling Water Booster Pump Station Ph. 1

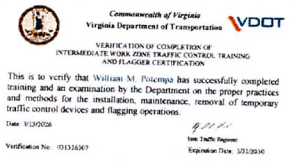
Mount Sterling LLC c/o Capretti Land, Inc. and Loudoun Water
March 2025 – August 2026
Construction of water booster station with 3-multistage pump systems. Project inclusive of site development, construction of pump station building, mechanical, HVAC, electrical and plumbing, installation of 1,000 LF of 12" DIP and 108 LF of 6" DIP water main.
Value: $5,106,057.00

27688280-000: Red Clover Meadows Sewer Pump Station

U.S. Home LLC c/o Lennar
January 2024 – March 2025
Construction of sewer pump station inclusive of process pipe systems, mechanical, electrical, plumbing, instrumentation and controls, system integration and commissioning. Project also inclusive of site restoration.
Value: $741,840.00

Potomac Woods Soundwalls
Geoconstructors, Inc.
November 2024 – September 2025
Construction of post and panel sound wall. Project included drilled shaft, grade beam, setting lagging and panels, excavation and restoration.
Value: $ 220,718.00

SA-2502: Route 29 Soundwalls
Geoconstructors, Inc.
September 2024 – November 2024
Construction of post and panel retaining wall. Project included drilled shaft, grade beam, setting lagging and panels, excavation and restoration.
Value: $ 79,432.00



Commonwealth of Virginia
Virginia Department of Transportation VDOT

VERIFICATION OF COMPLETION OF
INTERMEDIATE WORK ZONE TRAFFIC CONTROL TRAINING
AND FLAGGER CERTIFICATION

This is to verify that William M. Polcmpa has successfully completed training and an examination by the Department on the proper practices and methods for the installation, maintenance, removal of temporary traffic control devices and flagging operations.

Date: 3/23/2026

Verification No. 03326307

Expiration Date: 3/31/2030

WG Construction
MANASSAS, VIRGINIA

JENNICE HYATT

WORK EXPERIENCE

January 2025 - Present

WG Construction | Superintendent/SSHO/CQM/RLD

May 2023 – January 2025

Terra Site Constructors | Superintendent/SSHO/CQM-C of Federal Div. – D.C. Area

March 2023 – May 2023

Allen Myers | Superintendent

January 2020 – March 2023

Laurita, Inc. | Superintendent

February 2018 – January 2020

Resurface | Assistant Superintendent

PREVIOUS PROJECT EXPERIENCE

National Park Service | Sidewalk Restoration Project on National Mall and D.C. Parks

Replaced exposed aggregate sidewalks.
Value:

National Park Service | Oxon Cove Trail Restoration Project

Construction of new culvert crossing over Oxon Creek inclusive of a 60' steel truss pedestrian bridge and restoration. Project involved creek bypass and asphalt trail.

FAM | I 66 Express Lanes Duct Bank Relocation

Relocation of fiber communications and power for toll collectors, message boards, signals and crosswalk lighting. Tied into existing electrical vaults.

WG CONSTRUCTION CO., INC PROJECT EXPERIENCE

320814-FY26-23: Lawson Rd. Bicycle and Pedestrian Crossing of Tuscarora Creek

Town of Leesburg
March 2026 – November 2026
Construction of a new trail and low water stream crossing on Lawson Rd., SE from .17 miles South of Trailview Blvd. to .05 miles North of Beauregard Dr./Brigadier Ct.
FHWA and VDOT Funded
Value: $840,015.14

IFB 17-2024: 8th Street Bridge Replacement over Happy Creek

Town of Front Royal
April 2025 – January 2026
Replacement of the 8th Street bridge over Happy Creek. Project inclusive of roadway restoration, storm water pipe and structures, concrete flatwork restoration and landscaping. Project included stream water diversion.
Value: $1,925,954.25

SA-2502: Sewer Collection Rehabilitation & Replacement Program – UOSA Bridge

Prince William Water
February 2025 – September 2025
Construction of concrete bridge inclusive of: demo of existing bridge, site development, sewage bypass pumping system, restoration and landscaping.
County Funded
Value: $582,230.00

SA-2502: Route 29 Soundwalls

Shirley Contracting Company LLC
October 2025 – March 2026
Installation of soundwalls for Section C1, C2, D and G. Project included installation of 147 precast posts and 52,152.5 SF precast panels, excavation and backfill.
Value: $ $582,230.00

27688280-000: Red Clover Meadows Sewer Pump Station

U.S. Home LLC c/o Lennar
January 2024 – March 2025
Construction of sewer pump station inclusive of process pipe systems, mechanical, electrical, plumbing, instrumentation and controls, system integration and commissioning. Project also inclusive of site restoration.
Private Funded
Value: $741,840.00

WG Construction
MANASSAS, VIRGINIA

9251 Industrial Court | Manassas, VA 20109 | 703-335-5599

List of Proposed Subcontractors

Berry Paving and Concrete Construction Company, Inc. (asphalt)
VDOT Vendor ID B1079
12599 Homestead Drive
Nokesville, VA 20181
703-550-0036

ACCAD Corporation (bridge deck grooving)
VDOT Vendor ID A1260
3211 Big Otter Highway
Ivydale, WV 25113
304-286-4524

Makco, Incorporated (guardrail)
VDOT Vendor ID M004
P.O. Box 1007
Troy, VA 22974
434-589-0991

Jenspy, Inc. (pavement markings)
VDOT Vendor ID J1038
4007 Leonard Drive
Fredericksburg, VA 22408
540-642-4525

S&S Partners, LLC (site/demo)
VDOT Vendor ID S4060
4460 Brookfield Corporate Drive Unit I
Chantilly, VA 20120
703-627-6324

List of Proposed Suppliers

Pennstress (precast)
PO Box 597
Hollidaysburg, PA 16648

Titan Virginia Ready Mix (concrete)
5700 Lake Wright Drive, Suite 300
Norfolk, VA 23502
757-858-6500

Resteel (rebar)
63 JR Hawvermale Way
Berkeley Springs, WV 25411
304-258-0681

SIP of Delaware (metal decking)
2204 Chestnut Street
Gadsden, AL 35904
256-546-5858

WG Construction
MANASSAS, VIRGINIA

9251 Industrial Court | Manassas, VA 20109 | 703-335-5599

VIRGINIA CLASS A CONTRACTOR'S LICENSE STATEMENT

WG Construction Co., Inc. has the ability to posses and currently holds a Virginia Class A Contractor's License classified as CBC H/H RBC. WG Construction will ensure that subcontractors contracted to participate will obtain or maintain applicable Virginia Contractors Licenses.



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
11-30-2027

NUMBER
2701030866

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CBC H/H RBC

W G CONSTRUCTION CO INC
9251 INDUSTRIAL CT
MANASSAS, VA 20109

James B. "Jeb" Wilkinson, Jr., DIRECTOR

Status can be verified at http://www.dpor.virginia.gov

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS CBC H/H RBC
NUMBER: 2701030866 EXPIRES: 11-30-2027

W G CONSTRUCTION CO INC
9251 INDUSTRIAL CT
MANASSAS, VA 20109

(FOLD)

Status can be verified at http://www.dpor.virginia.gov

DPOR-PC (02/2017)

COMMONWEALTH
CONTRACTORS

March 9, 2026

602-3866
W G Construction Company Inc.
9251 Industrial Court
Manassas, VA 20109

To Whom It May Concern,

This is to certify that our company insures the above referenced contractor and their Experience Modification Rate (EMR) for the future year, current year and previous year is as follows:

Year	EMR
4/1/2024 - 4/1/2025	.85
4/1/2025 - 4/1/2026	.91
4/1/2026 - 4/1/2027	.83

Please reach out with any questions or concerns.

Sincerely,

Katie Ledbetter

Katie Ledbetter,
Member Experience Specialist
Insurance Concepts LLC | Administrator

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.J.

Agenda Item: Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)

Summary: Council is requested to appoint Daniel Wells as the Town's non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to fill the vacancy. Mr. Wells will serve the remainder of the current term, which expires June 30, 2029.

Budget/Funding: N/A

Meetings:

Proposed Motion: Staff recommends approval on the September 28, 2026 consent agenda.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 4.K.

Agenda Item: Ordinance Amendment – Zoning Administrator and Deputy Zoning Administrator Responsibilities

Summary: An Ordinance Amendment to Town Code § 175-147 to amend the provisions for the Zoning Administrator and Deputy Zoning Administrator. Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager. The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

Budget/Funding: N/A

Meetings:

Proposed Motion: Council is to consider advertising the current draft amendments for a public hearing on September 28, 2026.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

PLANNING COMMISSION SPECIAL MEETING
AGENDA STATEMENT

Meeting Date: August 19, 2026

Public Hearing Item 1: 2600380 – An Ordinance Amendment to Town Code §175-147 to refine the delineation of responsibilities of the Zoning Administrator and the Deputy Zoning Administrators.

Recommendation of Approval ✓
Recommendation of Denial _____
Postponed _____

Vice Chairman Marrazzo stated that in order to promote the general welfare of the public and in accordance with Town Code §175-1(B), Vice Chairman Marrazzo moved, seconded by Commissioner Fedoryka that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to Town Code §175-47 with the following changes so the ordinance reads:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

Moved MARRAZZO *Seconded* FEDORYKA

Marshner Absent *Marrazzo* Y *Neel* Y *Brooks* Y *Fedoryka* Y

CERTIFIED by the Planning Commission

_____
Chairman Neel

Town of Front Royal, Virginia

Planning Commission Regular Meeting Agenda

☐ Consent Action ☐ Administrative Action ☑ Public Hearing ☐ Discussion

AGENDA ITEM: Zoning Text Amendment #2600380

MEETING DATE: August 19, 2026

SUMMARY: An Ordinance Amendment to Town Code §175-47 to amend the provisions for the Zoning Administrator and Deputy Zoning Administrator. Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager. The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

STAFF RECOMMENDATION: Staff recommends approval with an amendment to the text to state:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

The current language creates a situation where Town Council or the Town Manager is appointing the Zoning Administrator which could create conflict in the appointment process.

DRAFT MOTION: "*In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval to the Town Council to approve an Ordinance Amendment to Town Code §175-47 with the following changes so the ordinance reads:*
"The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies."

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

"In order to promote the general welfare of the public and in accordance with Town Code §175-1(B), I move that the Planning Commission forward a recommendation of denial to the Town Council for Text Amendment #2600380 for the following reason(s)_____: "

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

PLANNING COMMISSION ACTION:

Moved _____Seconded _____

Marshner _____ Marrazzo _____ Neel _____ Brooks _____ Fedoryka _____

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

Staff Report: 2600380 Proposed Amendment to Town Code § 175-147 – Administrative Official

This is a small change in the overall text but in the absence of a work session, I wanted to provide a more robust report.

Background

Town Code § 175-147 currently provides that the Director of Planning shall serve as the Town's Zoning Administrator. The ordinance was last amended in 1999. It also provides for one Deputy Zoning Administrator, who is appointed by the Town Manager.

The proposed amendment would change the current structure by allowing the Town Council or Town Manager to designate the Zoning Administrator. It would also allow for more than one Deputy Zoning Administrator.

Current Code

The current language reads:

"The Director of Planning shall be designated as the Zoning Administrator, and have all necessary authority for the enforcement and administration of the zoning ordinance. The Zoning Officer, or other individual as appointed by the Town Manager, shall serve as the deputy of the Zoning Administrator."

Proposed Change *(in the packet)*

The Town Council/ Town Manager shall designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as designated and appointed by the Town Council/Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated deputies, subject to final approval by the Town Council.

The proposed amendment would remove the automatic designation of the Director of Planning as Zoning Administrator and instead provide for the Zoning Administrator to be designated by the Town Council or Town Manager.

It would also allow the Town to designate more than one Deputy Zoning Administrator.

Staff sees a practical benefit to allowing multiple deputies. As the Planning Department has grown and responsibilities have changed, zoning administration and enforcement duties are now shared among multiple staff members. The current provision for a single deputy does not reflect the department's current staffing structure and can limit the ability of appropriate staff, such as the Code Enforcement Officer, to carry out zoning enforcement responsibilities in the field. At times this creates an unnecessary bottleneck, which this code change would alleviate.

State Law (*the code in its entirety has been attached in the packet*)

Virginia Code § 15.2-2286(A)(4) provides that a zoning ordinance may establish provisions for the "appointment or designation of a zoning administrator." The statute also provides that the Zoning Administrator has the necessary authority to administer and enforce the zoning ordinance on behalf of the governing body.

The proposed change is therefore within the general framework provided by State law.

It is important, however, to distinguish between the designation of the Zoning Administrator and the administration of the zoning ordinance.

- The Town Council adopts the zoning ordinance and establishes the regulations contained in it.
- The Zoning Administrator is responsible for administering and enforcing those regulations **on behalf of** the governing body. The code does not allow the governing body to administer, nor should those lines be blurred.

Deputy Zoning Administrators

Staff supports allowing the ordinance to provide for more than one Deputy Zoning Administrator.

The current ordinance refers to "the deputy" in the singular. In practice, zoning-related responsibilities may be carried out by more than one employee depending upon the type of application, inspection, determination, or enforcement matter involved. The current structure of the department has the deputy reviewing and signing off on permits or plans, not undertaking code enforcement per se. The Code Enforcement officer has the title but isn't a deputy, which can be problematic if the Zoning Administrator or Deputy isn't available and an issue arises.

Allowing the Zoning Administrator to designate deputies, plural, would provide flexibility in assigning those responsibilities.

Town Council Approval of Delegated Responsibilities

The proposed amendment also states that delegation of specific administrative and enforcement responsibilities by the Zoning Administrator would be subject to final approval by Town Council.

Staff recommends that this portion of the amendment be reconsidered.

If the Zoning Administrator is responsible for administering and enforcing the zoning ordinance, it would be more consistent with that role for the Zoning Administrator to determine which duties are delegated to designated deputies.

Town Council would retain its legislative authority over the zoning ordinance and would also have whatever appointment or designation authority is established in § 175-147. Individual administrative responsibilities, however, would remain within the administrative function of the Zoning Administrator.

Appointment Authority

The proposed language currently refers to the "Town Council/Town Manager" as the entity responsible for designating the Zoning Administrator.

This should be resolved before the amendment is adopted. The ordinance should clearly identify who has the authority to designate the Zoning Administrator.

If Council intends to retain that authority, the ordinance should state that directly. If Council intends for the Town Manager to make the designation, that should likewise be stated directly.

Staff Recommendation

- **Designate the Town Manager as the official responsible for designating the Zoning Administrator.** This is consistent with the Town's existing organizational structure, in which the Town Manager is responsible for the supervision and administration of Town staff.
- **Retain the Zoning Administrator's authority** to administer and enforce the zoning ordinance on behalf of the governing body, consistent with Virginia Code § 15.2-2286(A)(4). The ordinance accomplishes this.
- **Allow multiple Deputy Zoning Administrators** to reflect the Town's current staffing structure and allow appropriate staff to carry out assigned zoning

administration and enforcement responsibilities. The ordinance accomplishes this.

- **Remove the requirement for Town Council approval of individual delegations** made by the Zoning Administrator. The assignment of specific administrative and enforcement responsibilities should remain an administrative function of the Zoning Administrator. Basically, strike the last half of the sentence that says subject to Town Council approval.
- **Maintain a clear distinction between legislative and administrative roles**, with Town Council establishing the zoning regulations and the Zoning Administrator administering and enforcing those regulations.

Conclusion

Staff has no objection to changing the current designation of the Zoning Administrator or allowing multiple deputies, provided that the ordinance clearly establishes the appointing authority and maintains a clear division between the Town Council's legislative responsibilities and the administrative responsibilities of the Zoning Administrator.

Staff believes the amended text should read:

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

AN ORDINANCE AMENDMENT TO TOWN CODE §175-147 TO REFINE THE DELINEATION OF RESPONSIBILITIES OF THE ZONING ADMINISTRATOR AND THE DEPUTY ZONING ADMINISTRATORS.

175-147 ADMINISTRATIVE OFFICIAL

~~The Director of Planning shall be designated as the Zoning Administrator, and have all necessary authority for the enforcement and administration of the zoning ordinance. The Zoning Officer, or other individual as appointed by the Town Manager, shall serve as the deputy of the Zoning Administrator.~~

~~(Ord. of 4-19-99)~~

The Town Manager shall appoint or designate the Zoning Administrator, who shall have all necessary authority for the enforcement and administration of the zoning ordinance on behalf of the Town Council. One or more individuals as appointed or designated by the Town Manager shall serve as deputies of the Zoning Administrator. The Zoning Administrator may delegate specific administrative and enforcement responsibilities to individual designated or appointed deputies.

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Code of Virginia
Title 15.2. Counties, Cities and Towns
Subtitle II. Powers of Local Government
Chapter 22. Planning, Subdivision of Land and Zoning
Article 7. Zoning

§ 15.2-2286. (Effective until January 1, 2027) Permitted provisions in zoning ordinances; amendments; applicant to pay delinquent taxes; penalties

A. A zoning ordinance may include, among other things, reasonable regulations and provisions as to any or all of the following matters:

1. For variances or special exceptions, as defined in § 15.2-2201, to the general regulations in any district.

2. For the temporary application of the ordinance to any property coming into the territorial jurisdiction of the governing body by annexation or otherwise, subsequent to the adoption of the zoning ordinance, and pending the orderly amendment of the ordinance.

3. For the granting of special exceptions under suitable regulations and safeguards; notwithstanding any other provisions of this article, the governing body of any locality may reserve unto itself the right to issue such special exceptions. Conditions imposed in connection with residential special use permits, wherein the applicant proposes affordable housing, shall be consistent with the objective of providing affordable housing. When imposing conditions on residential projects specifying materials and methods of construction or specific design features, the approving body shall consider the impact of the conditions upon the affordability of housing. Conditions may include the period of validity for a special exception or special use permit; however, in the case of a special exception or special use permit for residential projects, the period of validity shall be no less than three years.

The governing body or the board of zoning appeals of the Cities of Hampton and Norfolk may impose a condition upon any special exception or use permit relating to retail alcoholic beverage control licensees which provides that such special exception or use permit will automatically expire upon a change of ownership of the property, a change in possession, a change in the operation or management of a facility, or the passage of a specific period of time.

The governing body of the City of Richmond may impose a condition upon any special use permit issued after July 1, 2000, relating to retail alcoholic beverage licensees which provides that such special use permit shall be subject to an automatic review by the governing body upon a change in possession, a change in the owner of the business, or a transfer of majority control of the business entity. Upon review by the governing body, it may either amend or revoke the special use permit after notice and a public hearing as required by § 15.2-2206.

4. For the administration and enforcement of the ordinance including the appointment or designation of a zoning administrator who may also hold another office in the locality. The zoning administrator shall have all necessary authority on behalf of the governing body to administer and enforce the zoning ordinance. His authority shall include (i) ordering in writing the remedying of any condition found in violation of the ordinance; (ii) insuring compliance with the ordinance, bringing legal action, including injunction, abatement, or other appropriate

action or proceeding subject to appeal pursuant to § 15.2-2311;and (iii) in specific cases, making findings of fact and, with concurrence of the attorney for the governing body, conclusions of law regarding determinations of rights accruing under § 15.2-2307 or subsection C of § 15.2-2311.

Whenever the zoning administrator has reasonable cause to believe that any person has engaged in or is engaging in any violation of a zoning ordinance that limits occupancy in a residential dwelling unit, which is subject to a civil penalty that may be imposed in accordance with the provisions of § 15.2-2209, and the zoning administrator, after a good faith effort to obtain the data or information necessary to determine whether a violation has occurred, has been unable to obtain such information, he may request that the attorney for the locality petition the judge of the general district court for his jurisdiction for a subpoena duces tecum against any such person refusing to produce such data or information. The judge of the court, upon good cause shown, may cause the subpoena to be issued. Any person failing to comply with such subpoena shall be subject to punishment for contempt by the court issuing the subpoena. Any person so subpoenaed may apply to the judge who issued the subpoena to quash it.

Notwithstanding the provisions of § 15.2-2311, a zoning ordinance may prescribe an appeal period of less than 30 days, but not less than 10 days, for a notice of violation involving (a) the storage or disposal of nonagricultural excavation material, waste, and debris or (b) temporary or seasonal commercial uses, parking of commercial trucks in residential zoning districts, maximum occupancy limitations of a residential dwelling unit, or similar short-term, recurring violations.

Where provided by ordinance, the zoning administrator may be authorized to grant a modification from any provision contained in the zoning ordinance with respect to physical requirements on a lot or parcel of land, including but not limited to size, height, location or features of or related to any building, structure, or improvements, if the administrator finds in writing that: (1) the strict application of the ordinance would produce undue hardship; (2) such hardship is not shared generally by other properties in the same zoning district and the same vicinity; and (3) the authorization of the modification will not be of substantial detriment to adjacent property and the character of the zoning district will not be changed by the granting of the modification. Prior to the granting of a modification, the zoning administrator shall give, or require the applicant to give, all adjoining property owners written notice of the request for modification, and an opportunity to respond to the request within 21 days of the date of the notice. The zoning administrator shall make a decision on the application for modification and issue a written decision with a copy provided to the applicant and any adjoining landowner who responded in writing to the notice sent pursuant to this paragraph. The decision of the zoning administrator shall constitute a decision within the purview of § 15.2-2311, and may be appealed to the board of zoning appeals as provided by that section. Decisions of the board of zoning appeals may be appealed to the circuit court as provided by § 15.2-2314.

The zoning administrator shall respond within 90 days of a request for a decision or determination on zoning matters within the scope of his authority unless the requester has agreed to a longer period. If the decision or determination by the zoning administrator could impair the ability of an adjacent property owner to satisfy the minimum storage capacity and yield requirements for a residential drinking well pursuant to § 32.1-176.4 or any regulation adopted thereunder, the zoning administrator shall provide a copy of such decision or determination to such adjacent property owner so affected.

5. For the imposition of penalties upon conviction of any violation of the zoning ordinance. Any such violation shall be a misdemeanor punishable by a fine of not more than $1,000. If the

violation is uncorrected at the time of the conviction, the court shall order the violator to abate or remedy the violation in compliance with the zoning ordinance, within a time period established by the court. Failure to remove or abate a zoning violation within the specified time period shall constitute a separate misdemeanor offense punishable by a fine of not more than $1,000; any such failure during a succeeding 10-day period shall constitute a separate misdemeanor offense punishable by a fine of not more than $1,500; and any such failure during any succeeding 10-day period shall constitute a separate misdemeanor offense for each 10-day period punishable by a fine of not more than $2,000.

However, any conviction resulting from a violation of provisions regulating the storage or disposal of nonagricultural excavation material, waste, and debris shall be punishable by a fine of $2,000. Failure to abate the violation within the specified time period shall be punishable by a fine of $5,000, and any such failure during any succeeding 10-day period shall constitute a separate misdemeanor offense for each 10-day period punishable by a fine of $7,500.

However, any conviction resulting from a violation of provisions regulating the number of unrelated persons in single-family residential dwellings shall be punishable by a fine of up to $2,000. Failure to abate the violation within the specified time period shall be punishable by a fine of up to $5,000, and any such failure during any succeeding 10-day period shall constitute a separate misdemeanor offense for each 10-day period punishable by a fine of up to $7,500. However, no such fine shall accrue against an owner or managing agent of a single-family residential dwelling unit during the pendency of any legal action commenced by such owner or managing agent of such dwelling unit against a tenant to eliminate an overcrowding condition in accordance with the Virginia Residential Landlord and Tenant Act (§ 55.1-1200 et seq.). A conviction resulting from a violation of provisions regulating the number of unrelated persons in single-family residential dwellings shall not be punishable by a jail term.

6. For the collection of fees to cover the cost of making inspections, issuing permits, advertising of notices and other expenses incident to the administration of a zoning ordinance or to the filing or processing of any appeal or amendment thereto.

7. For the amendment of the regulations or district maps from time to time, or for their repeal. Whenever the public necessity, convenience, general welfare, or good zoning practice requires, the governing body may by ordinance amend, supplement, or change the regulations, district boundaries, or classifications of property. Any such amendment may be initiated (i) by resolution of the governing body; (ii) by motion of the local planning commission; or (iii) by petition of the owner, contract purchaser with the owner's written consent, or the owner's agent therefor, of the property which is the subject of the proposed zoning map amendment, addressed to the governing body or the local planning commission, who shall forward such petition to the governing body; however, the ordinance may provide for the consideration of proposed amendments only at specified intervals of time, and may further provide that substantially the same petition will not be reconsidered within a specific period, not exceeding one year. Any such resolution or motion by such governing body or commission proposing the rezoning shall state the above public purposes therefor.

In any county having adopted such zoning ordinance, all motions, resolutions or petitions for amendment to the zoning ordinance, and/or map shall be acted upon and a decision made within such reasonable time as may be necessary which shall not exceed 12 months unless the applicant requests or consents to action beyond such period or unless the applicant withdraws his motion, resolution or petition for amendment to the zoning ordinance or map, or both. In the event of

WORK SESSION Town Council

Meeting Date: September 8, 2026 Item #: 5.A.

Agenda Item: An Ordinance Amendment to Town Code §175 Regarding Data Center Definitions and Zoning District Regulations

Summary: The Town's consideration of data center regulations has included extensive research by staff into regulatory approaches adopted by other Virginia localities, stakeholder engagement, and multiple work sessions and meetings with Planning Commission and Town Council. The initial approach focused on regulating data centers through a comprehensive Special Use Permit (SUP) process designed to evaluate and mitigate potential impacts on the community. On June 22, 2026, Town Council adopted a temporary administrative application moratorium with directions to prepare the zoning text amendment, which would define and prohibit data centers as a land use within the Town.

The proposed amendment would:

- Establish a comprehensive definition of "Data Center";
- Distinguish Data Centers from Technology Businesses and other computing-related uses; and
- Prohibit Data Centers

Budget/Funding:

Meetings: October 6, 2025
December 1, 2025
May 11, 2026
June 22, 2026
August 3, 2026

Proposed Motion: Council is to consider advertising the current draft amendments for a public hearing on September 28, 2026.

Moved: None **Seconded:** None
Yes: None **No:** None **Abstain:** None

175-9.3 EXCLUDED USES

Within each zoning district of this chapter, uses that are not expressly listed as permitted, or permitted with a special use permit, shall be deemed excluded. The use of property by a use that is excluded from the underlying zoning district shall be a violation of this chapter, except where such use is established as a legally nonconforming use.

(Ord. of 7-23-12)

REVISED SUGGESTIONS FOR 9-8-2026

AN ORDINANCE AMENDMENT TO TOWN CODE §175-3 – DEFINITIONS TO DEFINE DATA CENTERS AND REDEFINE TECHNOLOGY BUSINESSES AND TOWN CODE §175-53.10, §175-55, AND §175-65 TO PROHIBIT DATA CENTERS AS A USE WITHIN THE MIXED-USE CAMPUS DEVELOPMENT (MCD) DISTRICT, THE I-1, LIMITED INDUSTRIAL DISTRICT AND THE I-2, INDUSTRIAL EMPLOYMENT DISTRICT.

175-3 DEFINITIONS

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

ACCESS - A public or private right-of-way providing the ability to enter, approach or pass to and from an area to another area.

ACCESSORY BUILDING/ACCESSORY STRUCTURE - A building or structure that is subordinate to, and located on the same lot as the principal permitted use of the property, of which, the accessory building or accessory structure is used for purposes that are clearly incidental to that of the principal permitted use of the property, and which is not attached by any part of a common wall or roof to the main building, or buildings, if any. An accessory building shall not exceed the height of the main building(s) located on the property; shall not be located within a required yard area that abuts a public road; and shall not be permitted where no main building exists on the property, except in the following: (i) temporary buildings or structures permitted under this chapter, (ii) accessory buildings without utilities that are used for storage purposes and do not exceed two hundred fifty-six (256) square feet, and (iii) buildings, such as barns and silos, used for agricultural purposes.

ACCESSORY USE - A use of a building, lot or portion thereof which is customarily incidental and subordinate to the principal permitted use of the main building or lot. Accessory uses shall include the use of accessory buildings as a separate accessory dwelling unit, provided that the lot is at least twelve thousand (12,000) square feet in size, the accessory building complies with the minimum setback and yard area requirements that are required for main buildings within the applicable zoning district, no more than one (1) accessory dwelling is located on the property, and the accessory dwelling unit does not utilize more than five hundred (500) square feet. Urban agriculture is considered an accessory use when the requirements of Section 175-110.5 are complied with.

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ADMINISTRATOR, THE - The official charged with the administration and enforcement of the Zoning Ordinance.

~~**AFFILATED ENTITIES** - Entities that are commonly owned or controlled, directly or indirectly, by the same person or group of persons holding a controlling ownership interest. The term also includes entities that operate the facility pursuant to a common operating or management agreement. It does not include unrelated tenants that share a building or parcel absent such ownership, control, or agreement.~~

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

AGRICULTURE, URBAN (Urban Agriculture) - An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.

ALLEY - A public right-of-way which affords only a secondary means of vehicular access to the side or rear of property.

ALL-WEATHER SURFACE - Crushed rock, gravel or similar surface shall constitute an all-weather surface.

AMENDMENT - A change in the Zoning Ordinance and/or Zoning Map granted by the Town Council after review and comment by the Town Planning Commission.

APARTMENT DEVELOPMENT - A property that includes more than one (1) apartment house.

APARTMENT HOUSE - A multifamily structure originally intended, arranged or designed to be occupied by three (3) or more families, each in an individual dwelling unit and living independently of each other. The number of families in permanent residence shall not exceed the number of dwelling units provided. Entranceways through the structure to the units may be either common or separate, and each lot on which the building is located shall be held in single ownership, even though individual units may be sold in accordance with this chapter. Such term

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shall not include "row house" or "townhouse." Each apartment unit shall occupy space on not more than one (1) story in a structure.

ARCHITECT, REGISTERED - A licensed professional architect registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an architect.

ATTIC - The space between the ceiling beams of the top habitable story and the roof rafters. An "attic" shall be considered a half-story and shall be included in the calculation of building height.

AUTOMOBILE GRAVEYARD - See "Junkyard."

AUTOMOBILE PARKING LOT, COMMERCIAL - A lot or portion thereof, other than an automobile sales lot, held out or used for the storage or parking of six (6) or more motor vehicles for a consideration, where service or repair facilities are not permitted. Such parking lot shall not be considered an accessory use; nor shall it be used for the storage of dismantled or wrecked vehicles, parts thereof or junk.

AUTOMOBILE SALES LOT - A lot arranged, designed or used for the storage and display for sale of any new or used motor vehicles capable of independent operation or any type of travel trailer and recreational vehicle, provided that the travel trailer and recreation vehicle is unoccupied, and where repair work is done wholly enclosed within a building.

AUTOMOBILE SERVICE STATION - A place of business with pumps and underground storage tanks, having as its purpose the servicing, at retail, of motor vehicles with fuels and lubricants, and including minor repairs and inspections incidental thereto, but not including a general repair shop, paint or body shop, machine shop, vulcanizing shop or any operation requiring the removal or installation of a radiator, engine, cylinder head, crankcase, transmission, differential, fenders, doors, bumpers, grills, glass or other body parts or anybody repairing or painting. All repairs shall be conducted within a fully enclosed building.

AUTOMOBILE WRECKING YARD - An area where destroyed, abandoned and obsolete automobiles are disassembled and where parts of said disassembled automobiles are generally sold and where the remaining automobile bodies and their components are temporarily stored until they can be removed or reduced to scrap metal.

BABYSITTING - An activity occurring in any private family home in which nine (9) children or fewer, including children residing on the premises and/or related by blood or marriage to the person who maintains the home, are received for care, protection and guidance during any part of the twenty-four-hour day. A Town business license is required for the care of any children not related by blood or marriage when such service is provided in a private family home during any eleven (11) days or more, either consecutive or nonconsecutive days, in any given month.

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BASEMENT - A story partly underground and having fifty percent (50%) or more of the total exterior wall area exposed. It shall not be occupied for residential purposes until the remainder of the building has been completed. A "basement" shall be counted as a story for the purpose of height requirements.

BAY WINDOW - A convex window frame and pane(s) that projects outward from a house or other structure, which may project not more than three feet (3') into any required yard area.

BED AND BREAKFAST HOME - A single-family, owner-occupied dwelling with ten (10) or fewer guest rooms in which overnight accommodations and breakfast are provided for transient guests, none of whom remain any more than fourteen (14) consecutive nights. A "bed-and-breakfast home" shall also be known as a "Tourist Home".

BLOCK - The property bound on all sides by one (1) side of a street or a combination of a street line, railroad right-of-way, unsubdivided land, river, live stream, stream bed or any other barrier to the continuity of development.

BOARD, THE - The Board of Zoning Appeals of the Town of Front Royal, Virginia.

BOARDINGHOUSE - See "Lodging House."

BREAKPOINT TECHNOLOGY - Means the particular design of a monopole wireless telecommunication tower, certified by an engineer licensed in the Commonwealth of Virginia, that devises a specified point of the structure, referred to as the breakpoint, to have stress concentrated so that the breakpoint is at least five percent (5%) more susceptible to failure than any other point along the structure, so that in the event of a structural failure, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the structure.

BUILDING - A structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or chattel.

BUILDING COVERAGE, LOT COVERAGE - All areas on a lot which are under a roof or under projections from buildings.

BUILDING INSPECTOR - An appointed official of the Town of Front Royal, Virginia who is responsible for certifying building inspections.

BUILDING, MAIN - A building in which the principal use of the lot is conducted.

CARETAKER QUARTERS - A dwelling unit located within a building that is used by a business enterprise, and is occupied by the owner or an employee of the business. Only one (1) caretaker quarters shall be permitted per building, and shall not utilize more than twenty percent (20%) of the ground floor area of the building.

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CATERING SERVICES - An establishment that prepares meals or food on premise with pickup/delivery for consumption off-site.

CELLAR - A portion of a building having less than fifty percent (50%) of the total exterior wall area exposed. Such a portion of a building shall not be used for habitation. All portions of the total exterior wall area exposed shall be counted for the purpose of height requirements but shall not be considered a story.

CEMETERY - Any land or structure used or intended to be used for the interment of human remains. The sprinkling or interment of ashes on church grounds or their placement in a columbarium on church property shall not constitute the creation of a cemetery. Cemeteries are subject to performance standards in Section 175-107.4 and local regulation pursuant to Code of Virginia §§ 15.2-978, 15.2-1111, and 57-26 and may be for public or private use.

CHURCH - Buildings or structures primarily intended for organized religious services and associated accessory uses.

CHURCHYARD - an area of land not exceeding two (2) acres, surrounding and located on the same lot or parcel as a church, which may be used as a cemetery.

CLINIC - An establishment where human patients who are not lodged overnight are admitted for examination or treatment by physicians or dentists.

COMMISSION, THE - See "Planning Commission."

COMMON OPEN SPACE - An open tract or parcel of land owned in undivided interest, not devoted to structures but directly related and adjunct to a development, as herein provided.

COMMUNITY CENTER (public) - A structure designed and constructed for public use which includes a community meeting room, athletic or exercise facilities or similar uses.

~~**COMPUTER INFERENCE (or COMPUTATIONAL INFERENCE)** - A computing process in which a trained model or algorithm applies learned patterns or rules to input data to generate predictions, classifications, recommendations, or other outputs, typically without modifying the underlying model parameters. This includes real-time or batch processing operations commonly associated with artificial intelligence, machine learning deployment, and automated decision-making systems.~~

CONGREGATE LIVING - Residential arrangement where multiple unrelated individuals of nine (9) or more persons live together in a shared housing environment, typically with some level of support or shared services. It is regulated separately from single-family homes or traditional apartment units due to its unique characteristics.

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CONVALESCENT HOME - See "Nursing Home."

COVERAGE - See "Building Coverage."

~~**CRITICAL IT LOAD** - The maximum electrical demand attributable to information technology and computing equipment (including servers, storage, and networking hardware), as measured at the point of utility service entrance, UPS, or power distribution unit dedicated to such equipment, exclusive of building HVAC, lighting, and other non-computing loads.~~

DATA CENTER - An industrial use facility, premises, or dedicated portion there of utilized primarily for the storage, management, processing, hosting, and transmission of digital data and information. Such facilities typically contain a high density of networked computer servers, data storage devices, telecommunications equipment, specialized cooling systems, electrical substations, and emergency backup infrastructure. This definition encompasses any facility dedicated primarily to commercial data hosting, cloud computing services, artificial intelligence (AI) training or inference, high-performance computing (HPC), cryptocurrency mining, blockchain validation, or digital asset verification infrastructure. The term "Data Center" shall not include standard, incidental server rooms or information technology infrastructure wholly ancillary, subordinate, and incidental to an otherwise permitted primary business, commercial, healthcare, or institutional use. **Consistent with Section 175-9.3, Data Centers are excluded from all zones, except where expressly permitted by right or special use permit.**

~~In no event shall server, computing, or data-processing infrastructure with a critical IT load of 500 kilowatts or greater, or infrastructure served by the specialized mechanical or liquid cooling systems described in threshold (3) below, be deemed ancillary, subordinate, or incidental to any primary use, unless the facility qualifies for the any exclusion set forth below.~~

~~Any facility that meets one or more of the thresholds set forth below shall be classified as a Data Center regardless of how its operator characterizes its business, and notwithstanding that the facility or its operator also engages in one or more of the activities enumerated under the definition of Technology Business. Classification as a Data Center shall be determined by the physical use and operational characteristics of the facility, and not by the corporate description, business model, or self-designation of the applicant or operator.~~

~~A facility or portion thereof shall be classified as a Data Center if it meets one or more of the following operational or structural thresholds in support of a primary data processing or hosting use:~~

~~1. An electrical power demand or allocated capacity (critical IT load) for information technology and computing equipment of 500 kilowatts or greater, as measured by the utility service entrance capacity allocated or contracted for IT and computing loads, the~~

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~~capacity of installed uninterruptible power supply (UPS) or power distribution units serving computing equipment, or as documented in building permit applications, electrical engineering drawings, or utility interconnection agreements. A facility shall be classified as a Data Center if it is designed or permitted to accommodate load, capacity, or floor area at or above any threshold set forth above, notwithstanding that the actual load, capacity, or area is below the threshold at the time of application.~~

2. ~~Industrial-grade uninterruptible power supply (UPS) systems, backup generators, or other redundant or standby power infrastructure serving, or provisioned to serve, computing or data-processing equipment, where the aggregate rated capacity of such power infrastructure attributable to computing or data processing equipment whether installed, permitted, designed, or contracted for is 500 kilowatts or greater. This threshold is satisfied independently of any other threshold and regardless of how the primary use of the facility is characterized. Power infrastructure serving only life-safety systems, general building systems, or a primary non-computing commercial, healthcare, or institutional use shall not be counted toward this threshold. Where a single generator or UPS plant serves both computing equipment and non-computing building systems, the capacity attributable to computing equipment shall be the plant's rated capacity allocated to computing loads as documented in electrical engineering drawings or a load allocation study.~~

3. ~~Specialized mechanical or liquid cooling systems, including but not limited to dedicated air handlers, cooling towers, chillers, or direct-to-chip or immersion liquid cooling infrastructures, engineered specifically to maintain operating temperatures for high-density computing arrays. For purposes of this threshold, any direct-to-chip, immersion, or other liquid cooling system serving computing or data-processing equipment with a design heat-rejection capacity of 50 kilowatts or greater qualifies; and any mechanical or air-cooling system qualifies where its design heat-rejection capacity dedicated to computing or data-processing equipment is 500 kilowatts or greater; or~~

4. ~~A contiguous or aggregate floor area of 5,000 square feet or greater dedicated primarily to housing computing, processing, or data storage equipment, provided that this threshold shall not serve as a standalone trigger and shall only apply where the facility also satisfies at least one of thresholds (1), (2), or (3) above. For purposes of this threshold, floor area shall be aggregated across all buildings, tenant spaces, lease areas, and development phases on the subject parcel and on any contiguous or commonly owned or commonly controlled parcel, without regard to how such area is divided among tenants, owners, meters, or affiliated entities. Floor area, load, or capacity attributable to tenants that are not affiliated entities of one another and do not operate under common ownership or control shall not be aggregated under this threshold solely by virtue of occupying the same building or parcel.~~

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~~For purposes of all thresholds set forth above, critical IT load, power capacity, and floor area shall be measured in the aggregate across the entire facility, the subject parcel, and all development phases. Such aggregate measurement shall not be reduced or avoided by dividing the use among multiple buildings, tenant spaces, electric meters, service entrances, or affiliated entities.~~

~~Commercial or industrial facilities utilizing advanced automation, robust power infrastructure, or localized cooling systems for the manufacturing, processing, sale, or distribution of tangible goods shall not be construed to be a Data Center. The presence of computerized machinery or internal IT infrastructure necessary to support primary industrial operations does not constitute a Data Center, including within fabrication facilities, automated fulfillment and distribution centers, and similar manufacturing or logistics uses. The term "Data Center" shall not be construed to include accessory data processing, server closets, or computer operations integrated within and supporting primary commercial or healthcare uses such as corporate offices or hospitals, including such infrastructure operated by any business, financial institution, insurer, retailer, or other commercial or institutional occupant, provided that the computing capacity is used solely to support that occupant's own internal business operations and no portion of it is made available to unaffiliated third parties for a fee. This definition shall not include a computing facility operated by an accredited educational or research institution, or by a hospital or health system, primarily for its own non-commercial research, instructional, or clinical purposes, provided that no portion of the facility's computing capacity is made available to commercial third parties for a fee. The foregoing exclusions shall not apply to any portion of a facility in which computing infrastructure or capacity is made available to commercial third parties for fee-based hosting, co-location, or data processing services, which portion shall remain subject to this definition. Manufacturing and industrial exclusions shall not be construed to apply to cryptocurrency mining, blockchain transaction validation, or digital asset verification operations, regardless of whether the operator characterizes such activity as a manufacturing, industrial, or production use.~~

DAYCARE - The provision of care, protection and guidance to a group of children separated from their parents or guardian during a part of the day only.

DENSITY - The number of dwelling units permitted on one (1) acre of land as specified herein.

DESIGNATED SPECIAL CIRCUMSTANCE HOUSING (DSCH) - Residential accommodations that are specifically utilized to meet the needs of housing for individuals that fall in one (1) of the following categories; a) Individuals with Developmental Disabilities; b) Veteran's Housing; c) Emergency Family Housing; d) Shelter for Domestic Abuse Victims; e) Shelter for At-Risk Children.

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DEVELOPMENT - The process of erecting or causing to be erected buildings or structures on a lot.

DISTRICT - A portion of the Town of Front Royal within which, on a uniform basis, only certain uses of land and buildings are permitted as set forth in this chapter and within which certain lot areas and other uniform requirements are established.

DOMESTIC PRODUCTS - Processed, cooked, dried or preserved foodstuffs and other agricultural products meant for human consumption, to include, but not limited to, jellies, pickles, herbs, smoked meats, baked goods, candies, canned foods, and other prepared edibles.

DRIVE-IN EATING ESTABLISHMENT - Any place or premises used for sale, dispensing or serving of food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages in motor vehicles on the premises; a refreshment stand; a fast-food or primarily a carry-out establishment.

DRIVEWAY - A space or area providing access specifically designated and reserved on a lot for the movement of vehicles from one lot to another or from a lot to a public street. "Driveways" for commercial or industrial properties shall be hard surfaced.

DSCH TEMPORARY HOUSING - One (1) year or less.

DUPLEX - A two-family residential structure, with each unit having its own exterior entrance; the residential units may be arranged one above the other, or be semidetached.

DWELLING - A building or portion thereof which is used or intended to be used exclusively for residential purposes and contains one (1) or more dwelling units.

DWELLING, ATTACHED - A dwelling having any portion of each of two (2) walls in common with adjoining dwellings.

DWELLING, DETACHED - A dwelling which is entirely freestanding on a lot.

DWELLING, MULTIFAMILY - A structure originally arranged or designed to be composed of three (3) or more dwelling units (an apartment house), with the number of families in residence not exceeding the number of dwelling units provided.

DWELLING, SEMI-DETACHED - One (1) of two (2) buildings, arranged or designed as dwellings located on abutting walls without openings, and with each building having a separate lot with minimum dimensions required by district regulations.

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DWELLING, SINGLE-FAMILY - A single residential dwelling unit, other than a mobile home or manufactured home, designed for occupancy by one (1) family, and not located on the same lot as another dwelling unit.

DWELLING, TEMPORARY - A residence designed as a portable dwelling but not necessarily attached to a permanent foundation.

DWELLING, TWO-FAMILY - A residential building containing not more than two (2) dwelling units, arranged one above the other or side by side, designed for occupancy by not more than two (2) families.

DWELLING UNITS - One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or rental or lease on a weekly, monthly or longer basis and physically separated from any other rooms or dwelling units which may be in the same structure and containing independent cooking and sleeping facilities and containing not less than six hundred (600) square feet of residential floor area. Such units shall meet the requirements of the Building Code of the Town of Front Royal.

EASEMENT - A grant by a property owner of the use of his land by another party for a specific purpose. The initial property owner in the agreement may be compensated for the use of his property.

EMERGENCY FAMILY HOUSING - Short-term housing, immediate shelter provided to individuals or families who are experiencing a crisis or urgent need for a place to stay.

ENGINEER, REGISTERED - A licensed professional engineer registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an engineer.

FALL ZONE - Means an area around the base of a wireless telecommunication tower required to be kept clear of buildings, other than those accessory to the wireless telecommunication tower, for the purpose of containing debris in the event of a tower structural failure. The fall zone is measured by a circular radius around the wireless telecommunication tower that equals the structure's height.

FAMILY - An individual or group of individuals related by blood, marriage, adoption or guardianship. For the purpose of this chapter, the definition of "family" shall include four (4) or fewer unrelated persons living together as a single housekeeping unit.

FARM PRODUCTS - Ice, wood, charcoal, meats, milk, butter, eggs, poultry, game, vegetables, fruits or other family supplies of a perishable nature or farm products grown or produced by them and not purchased by them for sale.

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FARMERS' MARKET - A collection of two (2) or more vendors, selling farm or domestic products, garden produce, or nursery products, ornamental or otherwise, which have been grown or produced by the vendor offering the same for sale, in an open-air setting or with temporary or partially enclosed structures.

FAST-FOOD ESTABLISHMENT - See "Drive-in Eating Establishment."

FENCE - An artificially constructed barrier, made of any material, including but not limited to posts and wire, boards, or masonry intended to prevent escape or intrusion to make a boundary, or serve as screening.

FLEA MARKET - An assembly of vendors, selling new or used goods in the open air or within temporary structures, which display and sell their wares on the lands of another for a consideration.

FLOODPLAIN - Sections of land, adjacent to bodies of water, which are subject to periodic flooding and inundation as defined or approved by the Department of Housing and Urban Development and/or the Corps of Army Engineers.

FLOOR AREA OF A BUILDING OR BUILDINGS - The sum of the gross horizontal areas of the several floors of all buildings on the lot measured from the exterior faces of exterior walls. "Floor area" shall include the area of basements when used for residential, commercial or industrial purposes when such are permitted, but shall not include a basement or portion of a basement used for storage or housing of mechanical or central heating equipment.

FRONTAGE - See "Lot Width."

FUNERAL PARLOR, HOME OR MORTUARY - An establishment used for human funeral services, which shall include facilities on the premises for embalming and may or may not include facilities for the performance of autopsies, other surgical procedures or cremation.

GARAGE, COMMUNAL - A garage used for the storage of vehicles for occupants of lots in the same adjacent block or blocks.

GARAGE, PRIVATE - An accessory building used for the storage of vehicles by the occupants of a lot on which such building is located.

GARAGE, PUBLIC - An accessory building, portion of a principal building or principal buildings used only for the storage of four (4) or more vehicles by others than only those occupants of a lot on which such building is located.

GAS STATION AND GASOLINE SALES - See "Automobile Service Station."

GOVERNING BODY - The Town Council of Front Royal, Virginia.

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GOVERNMENT OFFICES AND BUILDINGS - Offices and structures used primarily for conducting the affairs of government. This definition shall include school maintenance shops and work areas.

HARD SURFACE - Concrete, blacktop and macadam or a similar surface.

HEALTH OFFICIAL (OFFICER) - The Director of the Warren County Department of Health or his designated deputy or a representative of the Virginia Department of Health, Warren County.

HEIGHT OF BUILDING - The vertical distance from the established grade of the center of the front of the building to the highest point of the roof surface of a flat roof, to the deck line for a mansard roof and to the mean height level between the eaves and ridge for hip, gable and gambrel roofs.

~~**HIGH-PERFORMANCE COMPUTING (HPC)** - A computing use involving networked or clustered systems performing large-scale, parallel processing of complex computations at levels substantially exceeding typical business or institutional computing, and characterized by high-density equipment, significant power demand, and specialized cooling. This definition excludes routine business IT, office computing, and accessory on-site data processing.~~

HOME OCCUPATION - An occupation conducted entirely within an enclosed dwelling and clearly incidental and secondary to the residential occupancy thereof, carried on by a member or members of the family residing on the premises. All "home occupations" shall meet the standards in Section 175-108.1.

HOSPITAL - Any institution receiving inpatients and rendering medical, surgical and/or obstetrical care. This shall include general hospitals and institutions in which service is limited to special fields, such as cardiac, eye, ear, nose and throat, pediatric, orthopedic, skin and cancer, mental, tuberculosis, chronic disease and obstetrics. Such terms shall include group homes serving mentally retarded or other developmentally disabled persons.

HOTEL - A building designed or occupied as the more or less temporary abiding place for fourteen (14) or more individuals who are, for compensation, lodged with or without meals, and in which no provision is made for cooking in individual rooms or suites.

INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES - Specialized living arrangements designed to help individuals with developmental disabilities, individuals with mental illness, or intellectual disability transition from institutional settings or other environments into more independent, community-based living situations.

JUNKYARD - Any land or building used for the abandonment, storage, keeping, collecting or baling of paper, rags, scrap metals, other scrap or discarded materials or for the abandonment,

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demolition, dismantling, storage or salvaging of automobiles or other vehicles not in running condition, machinery or parts thereof. The term "junkyard" shall include the term "automobile graveyard," which shall be any lot or place which is exposed to the weather upon which more than three (3) motor vehicles of any kind, incapable of being operated, are placed.

KENNEL - Any place, private or commercial, equipped and/or used to house, board, breed, handle, train, or otherwise care for five (5) or more dogs six (6) months of age or older.

LAUNDROMAT - A building or part thereof where clothes or other household articles are washed or dry cleaned in self-service machines with a capacity for washing not exceeding twenty-five (25) pounds dry weight and where such washed clothes and articles may also be dried or ironed, and no delivery service is provided in connection therewith.

LAUNDRY - A building, or part thereof, other than a Laundromat, where clothes and other articles are washed, dried, ironed or dry-cleaned.

LODGING HOUSE - A residential building, other than a hotel, motel or bed-and-breakfast home, where lodging is provided for compensation on a regular basis, pursuant to previous arrangements, but which is not open to the public or transient guests. Meals may be provided to the residents in a central location; however, no provisions shall be made for cooking in individual rooms or units. The maximum number of rooms or units shall be controlled by the area requirements of the district in which the use is located, but in no case shall the total number of lodging rooms or units exceed ten (10). A "Lodging House" shall also be known as a "Rooming House" or a "Boarding House."

LOT - A parcel of land occupied or to be occupied by a building and its accessory buildings or by a use and accessory uses, together with such open spaces as are required under the provisions of this chapter, having at least the minimum area required by this chapter for a lot in the zone in which such lot is situated and having its principal frontage on a public or private street approved by the Town.

LOT, CORNER - A lot abutting on two (2) or more streets at their intersection.

LOT COVERAGE - The maximum percent of the lot which may be occupied by buildings or structures, including accessory buildings or structures.

LOT DEPTH - The average of the horizontal distances between front and rear lines of a lot measured perpendicular to the street line.

LOT INTERIOR - Any lot other than a corner lot.

LOT OF RECORD - A lot which has been recorded in the office of the Clerk of the Circuit Court.

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LOT, THROUGH (DOUBLE FRONTAGE) - A lot, other than a corner lot, which has a frontage on two (2) streets.

LOT, WIDTH OF - The horizontal distance between the side lines of a lot measured along the building setback line.

MAIN BUILDING - A building that is used in conjunction with the principal permitted use of the property.

MANUFACTURE and/or MANUFACTURING - The processing and/or converting of raw, unfinished materials or products, or either of them, into articles or substances of different character or for use for a different purpose.

MANUFACTURED BUILDING - A building that is manufactured, typically in a factory, and is built in accordance with the United States Department of Housing and Urban Development Code, Manufactured Home Construction and Safety Standards, or other similar federal standards; and does not meet all local or state building code standards. Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

MANUFACTURED HOME - A residential dwelling built in a factory in accordance with the United States Department of Housing and Urban Development code and the federal Manufactured Home Construction and Safety Standards. Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

MANUFACTURING, HEAVY - The use of land where significant external effects are created, and pose significant risks due to the involvement of explosives, radioactive materials, poisons, pesticides, herbicides, or other hazardous materials in the manufacturing or other process.

MANUFACTURING, LIGHT - The use of land for processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials. Light industry is capable of operation in such a manner as to control the external effects of the manufacturing process, such as smoke, noise, soot, dirt, vibration, odor, etc. Uses may include, but are not limited to, a machine shop, the manufacturing of apparel, electrical appliances, electronic equipment, camera and photographic equipment, ceramic products, cosmetics and toiletries, business machines, paper products (but not the manufacturing of paper from pulpwood), musical instruments, medical appliances, tools or hardware, plastic products (but not the processing of raw materials), pharmaceuticals or optical goods, bicycles, and any other product of a similar nature as determined by the Director.

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MANUFACTURING, MEDIUM - The use of land where goods or energy are generally mass produced from raw materials on a large scale through use of an assembly line or similar process, usually for sale to wholesalers or other industrial or manufacturing uses. Medium industry produces moderate external effects such as smoke, noise, soot, dirt, vibration, odor, etc.

MINI-STORAGE FACILITY - (also known as **MINI-WAREHOUSE**) - A self-service storage building, or group of buildings, consisting of individual, small, self-contained units for the storage of good, materials or supplies.

MOBILE HOME - A residential dwelling built in a factory before the federal Manufactured Home Construction and Safety Standards went into effect on June 15, 1976. New or replacement mobile homes are not permitted within the Town.

MODULAR UNIT - A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees and other prefabricated supplements incorporated into a structure at the site. Modular units are a permitted construction type when designed to comply with Virginia Uniform Statewide Building Code, and shall not be considered manufactured homes.

MOTEL - An establishment consisting of a group of living or sleeping accommodations with bathroom and closet space designed for use by transient automobile tourists; less than fifty percent (50%) of the living and sleeping accommodations are occupied or designed for occupancy by persons other than transient automobile tourists.

NONCONFORMING ACTIVITY (USE) - The otherwise legal use of a building, structure or tract of land that does not conform to the use regulations of this chapter for the district in which it is located, either at the effective date of this chapter or as a result of subsequent amendments to the chapter.

NONCONFORMING LOT - An otherwise legally platted lot that does not conform to the minimum area or width requirements of this chapter for the district in which it is located at the effective date of this chapter or as a result of subsequent amendments to this chapter.

NONCONFORMING STRUCTURE - An otherwise legal building or structure that does not conform to the lot area, yard, height, lot coverage or other area regulations of this chapter or is designed or intended for a use that does not conform to the use regulations of this chapter for the district in which it is located, either at the effective date of this chapter or as a result of subsequent amendments to the chapter.

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NURSING HOME also known as **"EXTENDED-CARE HOME,""REST HOME"** or **"CONVALESCENT HOME"** - A nursing facility is any place containing beds for two (2) or more patients, established to render domiciliary and/or nursing care for chronic or convalescent patients and which is properly licensed by the state.

OFF-STREET PARKING AREA - Space provided for vehicular parking outside a right-of-way.

OPEN SPACE, USABLE LANDSCAPED - That space on the same lot and contiguous to the principal building or buildings (except as herein noted) which is either landscaped with shrubs, planted with grass or developed and maintained for recreation, environmental and/or aesthetic purposes, and excludes that portion of the lot which is utilized for off-street parking purposes.

OUTDOOR DISPLAY - The keeping of products, goods, merchandise, and/or materials, excluding signs, outside of an enclosed building for the purpose of making it known that similar items or related services are available for purchase.

OUTDOOR SALES - The retail selling of products, goods, merchandise, and/or materials, outside of an enclosed building.

OUTDOOR STORAGE - The keeping, without retail sale, of products, goods, merchandise, and/or materials outside of an enclosed building.

OVERHANG - The part of a roof or wall that extends beyond the façade of a lower wall. No such construction shall project into any required yard more than three (3) feet and shall be included in the calculation of lot coverage.

PARKING SPACE - An area of not less than nine (9) feet wide by eighteen (18) feet long for each automobile or motor vehicle, such space being exclusive of necessary drives, aisle, entrances or exits and being fully accessible for the storage and parking of vehicles.

PEDDLER - A short-term temporary use of property that is permitted on commercially zoned, subject to compliance with the provisions of Chapter 98, Section 61, of the Town Code, or as amended.

PHARMACEUTICAL CENTER - An establishment in which only pharmaceutical services are provided. Its purpose shall be limited to providing the public and various health professionals with information and articles intended for use in diagnosis, cure, mitigation, treatment or prevention of a disease state, including drugs and medical instruments or devices of the type used under the strict supervision of a physician in the treatment of a specific disease entity. No articles shall be displayed for sale. The square footage of the "pharmaceutical center" shall be limited to a maximum of two thousand (2,000) square feet.

PLANNING COMMISSION - The Planning Commission of the Town of Front Royal, Virginia.

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PORCH - Any porch, veranda or gallery (as the terms are commonly and customarily defined) or similar projection from the main wall of a structure, constructed upon the ground, and covered by a roof, canopy or awning; provided that the term shall not include any carport or other such improvement designed for and capable of accommodating the parking of a motor vehicle protected from the elements. An unenclosed porch shall mean a porch with no side enclosure, other than the side of the structure to which the porch is attached, with no screens or windows. An unenclosed porch may project into a front or rear yard not to exceed ten feet (10') nor extend any nearer than fifteen (15') from any front or rear property line. The area of a porch shall be included in the calculation of lot coverage. A porch shall not be considered an overhang, nor vice versa.

PORTABLE STORAGE CONTAINERS - A large portable container, other than trailers and semitrailers, and which are typically referred to as "PODS" or cargo containers that are transported to a desired location for use as storage of products, goods, merchandise, and/or materials. Portable storage containers are subject to the provisions of Section 175-109.2.

PRINCIPAL PERMITTED USE - A specific use, or uses, of a lot that are permitted on a particular lot, based on the regulations of the underlying zoning district, and the main use, or uses, of the property, as distinguished from an accessory use.

PROFESSIONAL OFFICES - A structure designed for use by a person, or persons, in offering a service which requires specialized knowledge gained by intensive academic preparation such as medicine, law, engineering, dentistry, and other like endeavors.

PUBLIC EVENT - Any temporary activity or entertainment festival that accommodates the assembly of groups or individuals on public property after all required authorizations are obtained from the local, state and/or federal government(s).

PUBLIC FACILITY - Any area, building or structure used or controlled for government purposes, that is owned, held, or operated by any department, branch or unit of the federal government, the Commonwealth of Virginia or one (1) or more of its local governments, political subdivisions or municipal corporations.

PUBLIC PROPERTY - Property that is owned or operated by a local, state or federal government.

PUBLIC UTILITY - Any person, firm, corporation, municipal department or board duly authorized to furnish and furnishing, under federal, state or municipal regulations, to the public electricity, gas, steam, communications, telegraph, transportation, water or such other services as may be provided. Where public utilities are permitted under this Chapter, poles, lines, water towers, reservoirs, water and sewer treatment facilities, booster and relay stations, distribution

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transformers, pipes, meters, and other facilities necessary for the provision and maintenance of public utilities shall be permitted.

RECREATION FACILITY (commercial) - A sports or activity facility which is open to the general public for a fee. These shall include, but are not limited to, the following: indoor skating rink, bowling alley, arcade, swimming pool, hard and soft courts, health spa, gymnasium, physical fitness center, dance studios or similar uses.

RECREATION FACILITY (public) - Facilities and uses sponsored by the Warren County Parks and Recreation Department and/or the Warren County School Administration and/or other public entities.

RECREATIONAL VEHICLE also known as a **"MOTOR HOME"** and **"TRAVEL TRAILER"** - Every vehicular-type unit primarily designed as temporary living quarters for recreational, camping, travel or seasonal use, that either has its own motive power or is mounted in, or is towed by another vehicle. The basic entities are: travel, fifth wheel trailer, camping trailer and motor home. The parking and storing of such vehicles is guided by Section 175-100. Such term refers also to travel trailers.

REPAIR - The replacement of existing work with the same kind of materials for the purpose of its maintenance, but not including additional work that would affect safety or affect exit way facilities or a vital element of an elevator, plumbing, gas piping, wiring, ventilating or heating installation or any work that would be in violation of a provision of the Front Royal Building Code or any other law governing building construction.

REST HOME - See "Nursing Home."

RESTAURANT - Any building in which, for compensation, food or beverages are dispensed for consumption on the premises, including, among other establishments, cafes, tearooms, confectionery shops and refreshment stands.

RESTORATION, BEGINNING OF - After a nonconforming use or structure has been totally or partially destroyed, includes the clearing of debris within thirty (30) days of destruction and applying for a permit to rebuild within eighteen (18) months of said destruction.

RETAIL STORES AND SHOP - Buildings for display and sale of merchandise at retail or for the rendering of personal services, but specifically exclusive of coal, wood, oil and lumberyards, and accessory uses.

ROADSIDE STAND - The commercial sale of agricultural products that are grown, raised, and/or crafted on the same premises in conjunction with the use of the property for agriculture, as defined herein.

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ROOMING HOUSE - See "Lodging House."

SCHOOLS - A public school, or a private school certified by the State of Virginia in accordance with the provisions of Code of Virginia § 22.1-319 et seq., or such educational and training institutions as are exempt from state certification under the provisions of Code of Virginia § 22.1-320, as amended.

SCREENING - Any device, materials, coniferous or deciduous growth, or combination thereof, such as plantings, walls, fences, or earthen berms, of sufficient height and density, as determined by the Zoning Administrator, required to serve as an opaque barrier, to vision, light, or noise between adjoining properties.

SECTIONAL HOME - A dwelling made of two (2) or more modular units transported to the home site, put on a foundation and joined to make a single dwelling. Such units shall meet the requirements of the Building Code of the Town of Front Royal.

SETBACK - The minimum distance by which any building or structure must be separated from the front lot line.

SHELTER FOR AT-RISK CHILDREN - Shelter for children at risk generally refers to short-term housing or care provided to children who are in immediate danger or facing circumstances that put their safety, well-being, or development at risk.

SHELTER FOR DOMESTIC ABUSE VICTIMS - Shelter for domestic abuse victims refers to short-term, safe housing provided to individuals who are escaping situations of domestic violence or abuse.

SHOPPING CENTER - Any conglomeration of commercial activities sharing a parcel of land which is held in single ownership and sharing parking facilities.

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

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

SIGN - Any display of any letters, words, numerals, figures, devices, emblems, pictures or any parts or combinations thereof by any means whereby the same are made visible for the

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purpose of making anything known, whether such display be made on, attached to or as a part of a structure, surface or any other thing.

SIGN, AREA OF - The entire area within a circle, triangle, parallelogram or trapezoid enclosing the extreme limits of writing, reproduction, emblem or any figure of similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary supports or uprights on which such sign is placed. On double-faced signs, only one (1) display face shall be measured in computing total sign area where sign faces are parallel and are at no point more than two (2) feet from one another.

SIGN, BUSINESS - A sign which directs attention to a business, commodity, service, activity or product sold, conducted or offered upon the premises where such sign is located.

SIGN, HOME OCCUPATION - A sign not exceeding two (2) square feet (on each side) in an area directing attention to a product, commodity or service available on the premises, but which product, commodity or service is clearly a secondary use of the dwelling.

SIGN, IDENTIFICATION - A sign on the premises bearing the name of a subdivision, the name of a group housing project or of a school, college, park, church or other public or quasi-public facility or a professional or firm nameplate, but bearing information pertaining only to the premises on which such sign is located.

SIGN, OUTDOOR ADVERTISING - Any sign of any material and any character whatsoever, (including erection, construction, posting, painting, printing, tacking, nailing, gluing, sticking, carving or other fastening, affixing or making visible in any manner), which is placed for outdoor advertising purposes in any way whatsoever. Such sign is one which is not located on the premises of the activity, product, commodity or service to which it refers. The term "billboard" is covered by this definition.

SIGN, TEMPORARY - A sign applying to a seasonal or other brief activity, such as, but not limited to, summer camps, horse shows, auctions or sale of land.

SPECIAL CHILDCARE SERVICES - One (1) of the following types of daycare: a licensed summer camp under Code of Virginia § 35.1-1, a public school, a private school not operating as a child-care center outside the scope of regular classes as defined in Code of Virginia § 63.1-195, a facility operated by a hospital on the hospital premises providing care to the children of hospital's employees while such employees are engaged in the performance of work for the hospital, a Sunday School, conducted by a church or religious institution, or a day care facility operated by a church or religious institution where children are cared for during short periods of time while the persons responsible for such children are attending religious services, and babysitting.

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SPECIAL USE PERMIT - A permit granted by the Town Council, upon recommendation from the Planning Commission and after public hearing, for a use permitted by the Council to occupy land and/or a building erected thereon for a specific purpose not permitted by right, but permitted in accordance with standards or conditions established in this chapter or by the Planning Commission and/or Town Council in accordance with procedures established by law.

STOOP - A porch without a roof, cover or overhang, which may project into a front or rear yard for a distance not exceeding ten (10) feet and into a side yard for a distance not exceeding five (5) feet.

STORY - That portion of a building other than a cellar or mezzanine, included between the surface of any floor to the beams of the floor next above it or, if there is not a floor above it, then the space between the floor and the top of the roof beams; a mezzanine shall be deemed a full story when it covers more than thirty-three percent (33%) of the area of the story beneath the mezzanine or if the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.

STORY, HALF - A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds of the floor area is finished off for use.

STREET; ROAD - A public thoroughfare, except an alley or driveway, which affords vehicular traffic circulation and principal means of access to abutting property.

STRUCTURAL ALTERATION - Any change in the supporting members of a building or structure, such as bearing walls, partitions, columns, beams or girders, or any change in the width or number of exits or any substantial change in the roof.

STRUCTURE - Anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground.

STRUCTURE, OUTDOOR ADVERTISING - Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

STRUCTURE, PRINCIPAL - A structure in which the principal or primary use of the property is carried out.

SUBDIVISION - The division of a parcel of land into two (2) or more lots or parcels for the purpose of transfer of ownership or building development. The term includes resubdivision and, when appropriate to the context of the Front Royal Subdivision Ordinance, shall relate to the process of subdividing or to the land subdivided.

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SURVEYOR, LAND - A licensed professional surveyor registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as a surveyor.

TECHNOLOGY BUSINESS - A non-Data Center business consisting of one (1) or more than one (1) in combination of the following:

1. Electronic Information Operations and Providers: Businesses that assist other businesses to better manage their paper documents by putting them in an electronic database that can easily be viewed by a larger group of people.
2. Internet Service Providers: Businesses that provide Internet service to businesses or residents.
3. Software Design and Development: Businesses that design software or businesses that develop the design of specific software.
4. Computer and Peripheral Sales and Assembly: Businesses that assemble computers or sell the hardware associated with computers.
5. Content Developers: Businesses that design and build computer systems.
6. Internet Based Sales and Services: Businesses whose primary trade is based on the Internet, be it sales or service provider.
7. Hardware Design, Manufacture, Assembly, and Development: Businesses that manufacture, assemble, or develop hardware design for computers.
8. Telecommunications Based Video Service Providers: Businesses that use video-conferencing or cable connections for employees to telecommute.
9. Outbound or Inbound Call Centers: Businesses that either market their product through phone calls or businesses that answer consumer questions.
10. Telecommunications Equipment Manufacturing, Assembly, and Service: Businesses that build, put together or service telecommunications equipment.

TEMPORARY TRAILERS - A transportable manufactured building, similar to a manufactured home, but not used for residential purposes.

THEATER, INDOOR - A building designed and/or used primarily for the commercial exhibition of motion pictures to the general public or used for performance of plays, acts and dramas by actors and/or actresses.

TOBACCO, SMOKE, OR VAPE SHOP - A business involving the sale of tobacco products, nicotine vapor products, or alternative nicotine products, as those terms are defined in the Code of

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Virginia § 18.2-371.2, or hemp products intended for smoking, as such term defined in Code of Virginia § 3.2-4112, or any kratom products as regulated by Code of Virginia § 59.1-200, or paraphernalia, and where any combination of any such products represent twenty-five (25) percent or more of the store's total inventory or fifteen (15) percent or more of the store's total display area.

"Paraphernalia" refers to any objects, devices, or equipment that are primarily used to facilitate or enhance the act of smoking or vaping. This includes but not limited to; cigarette rolling papers, Cigarette filters, Pipes, Bongs, Hookahs, Vape Pens and E-Cigarettes, Grinders, Rolling Machines, Screens and Dab Rigs.

TOURIST HOME - See "Bed and Breakfast Home."

TOWNHOUSE - At least three (3) and not more than eight (8) attached dwelling units forming a continuous structure, each unit being separated by unpierced common or party walls of masonry construction going through the roof of said unit void of fenestration or means of ingress or egress from the basement through the roof with individual exterior entrances at grade and with not more than four (4) abutting "townhouses" or dwelling units having the same front yard setback; the setback differential shall be at least three (3) feet. Each "townhouse" unit shall occupy no fewer than two (2) stories in structure.

TRAILER - Every vehicle without motive power designed for carrying property and passengers wholly on its own structure and for being drawn by a motor vehicle.

TRAVEL TRAILER - Any recreational vehicle.

USE - The purpose or activity for which land or buildings thereon is designed, arranged or intended or for which it is occupied or maintained and shall include any manner of performance of such activity with respect to the performance standards of this chapter.

VARIANCE - A relaxation of the terms of the Zoning Ordinance where such "variance" will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance will work undue hardships on the property owner; a "variance" is authorized only for height, area and size of a structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by "variance," nor shall a "variance" be granted because of the presence of nonconformities in the zoning division or district or adjoining divisions or districts nor solely for the economic benefit of the person requesting such "variance."

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VETERANS' HOUSING - Living arrangements designed to provide veterans with a safe, stable environment while they transition from military service to civilian life or while they wait for more permanent housing solutions.

WIRELESS TELEPHONE TELECOMMUNICATION TOWERS - Facilities for the proviso of personal wireless services, as defined by 47 U.S.C. Section 332 (Section 704 of the Telecommunications Act of 1996), including those Federal Communications Commission licensed commercial wireless telecommunications services such as cellular, personal communications services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), and unlicensed wireless services and common carrier wireless exchange access services; also referred to generally as "tower(s)" under Section 175-110.4.

YARD - An open space of a generally uniform width or depth on the same land with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is occupied and unobstructed from the ground upward except as otherwise provided herein.

YARD, FRONT - A yard extending across the full width of the lot and lying between the adjacent street right-of-way line and the building setback line.

YARD, REAR - A yard extending across the full width of the lot and lying between the rear property line of the lot and a line drawn generally parallel thereto, at such distance as specified in this chapter.

YARD, SIDE - A yard between the side lot line and a line drawn generally parallel thereto, at such distance as may be specified herein for any district, and extending from the front yard line to the rear yard line.

ZONING ADMINISTRATOR - See "Administrator."

ZONING MAP - The Official Zoning Map of the Town of Front Royal, Virginia, and all amendments thereto.

ZONING PERMIT - A permit issued by the Zoning Administrator to the applicant before the applicant may proceed with any work affected by any provision of this chapter or begin any uses of land and/or structures as permitted by this chapter.

(Ord. of 8-24-98; Ord. of 6-26-00; Ord. of 1-27-03; Ord. of 2-24-03; Ord of 4-14-03; Ord. of 7-25-05; Ord. of 9-26-05; Ord. of 7-24-06; Ord. of 7-28-08; Ord. of 2-28-11; Ord. of 1-9-12; Ord of 3-12-12; Ord. of 7-23-12; Ord of 1-28-13; Ord. of 3-24-14; Ord. of 6-22-15; Ord. of 11-23-15; Ord. of 10-10-17; Ord. of 2-28-22; Ord. of 5-1-23; Ord. of 2-24-25(2); Ord. of 9-22-25(1); Ord. of 11-24-25(2))

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MIXED-USE CAMPUS DEVELOPMENT (MCD) DISTRICT

175-53.10 ~~PERMITTED USES~~ USE REGULATIONS

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

RESIDENTIAL:

Caretaker quarters.

Nursing Homes.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

Automobile and truck sales lots and leasing agencies.

Bakeries.

Barber and beauty shops.

Car washing.

Catering Services.

Department Stores.

Drugstores.

Florist shops/floral designers.

Funeral Homes.

Furniture stores.

Grocery stores.

Hardware stores.

Hospitals.

Laundries, Laundromats and dry cleaners.

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Lumber and building supply, with storage under cover.

Machinery sales and services.

Newspaper and other printing establishments.

Personal Services.

Retail Stores.

Pharmaceutical Center.

Professional and Business Offices.

Recreational Facility, Commercial.

Recreational Facility, Public.

Restaurant, except drive-in.

Shopping Center.

Technology Businesses.

Theatres, Indoor.

Veterinary hospitals.

Wearing-apparel stores.

Wireless Telecommunication Facilities.

INDUSTRIAL:

Contractor's offices, display rooms and storage.

Light Manufacturing.

ORGANIZATIONAL:

College or university, without living quarters.

Community Center.

Government Offices and Buildings.

Schools, adult instructional facilities only.

Churches.

Parks and Playgrounds.

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Public utilities.

Public events.

Public garage.

Public transportation terminals.

Public facilities.

Commuter Parking Facilities.

Fire and rescue squad stations.

Libraries.

Radio and television broadcasting stations, studios or offices.

Art galleries and museums.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Communal Garage.

Home occupations.

Open Space and Conservation Areas.

Parking lot.

Private Garage.

Signs.

Special childcare services.

B. *Special Use Permit.* The following uses are permitted within the MCD District only by approval of a special use permit or where specifically designated on an approved Concept Plan, except as prohibited or restricted by separate restrictions of record that may pertain to property within the MCD District:

RESIDENTIAL:

Multi-family.

Single-family attached or detached.

COMMERCIAL:

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Automobile Repair.

Day Care and Day Care Facilities.

Motels, hotels, lodging and tourist homes.

Gasoline Sales.

Restaurant, Drive-In.

INDUSTRIAL:

Distribution facilities.

Medium Industrial.

Mini-Storage Facility.

Wholesale and warehouse establishments.

ORGANIZATIONAL:

College or university, with living quarters.

Schools, other than adult instructional facilities.

MISCELLANEOUS:

(Ord. of 6-22-15)

~~C. *Prohibited*. The following uses are prohibited within the MCD, Mixed-Use Campus Development District.~~

~~INDUSTRIAL:~~

~~Data Centers.~~

175-55 ~~USES PERMITTED BY RIGHT (I-1)~~ USE REGULATIONS (I-1)

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

RESIDENTIAL:

Caretaker quarters.

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COMMERCIAL:

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

Automobile garage (auto repair).

Automobile service stations (gas stations).

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

Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

(Ord. of 4-14-03; Ord. of 7-25-05; Ord. of 6-22-15)

~~175-56 USES PERMITTED BY SPECIAL PERMIT (I-1)~~

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

RESIDENTIAL:

COMMERCIAL:

Assembly Halls.

Business Offices.

Clubs.

Barber and beauty shops.

Kennels.

Professional Offices.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

Technology Business.

INDUSTRIAL:

Medium Industrial.

ORGANIZATIONAL:

MISCELLANEOUS:

Any use permitted under Section 175-55, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-60, subject to the requirements of Section 175-136. Additional heights

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approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

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

Conservation Areas.

Mini-warehouses.

Parking Structures.

(Ord. of 1-27-03; Ord. of 4-14-03; Ord. of 9-26-05; Ord. of 7-28-08; Ord. of 7-23-12; Ord. of 6-22-15)

~~C. *Prohibited*. The following uses are prohibited with the I-1, Limited Industrial District.~~

~~INDUSTRIAL:~~

~~Data Centers.~~

~~175-56 – (Reserved)~~

175-65 USE REGULATIONS (I-2)

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

RESIDENTIAL:

Caretaker quarters.

COMMERCIAL:

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

Automobile garage (auto repair).

Automobile service stations (gas stations).

Business Offices.

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

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Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

Professional Offices.

Technology Business.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

Schools.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

RESIDENTIAL:

COMMERCIAL:

Airport (including heliports).

Assembly Halls.

Barber and beauty shops.

Catering Services.

Clubs.

Daycare and daycare facilities.

Kennels.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

INDUSTRIAL:

Automobile Graveyard.

Hazardous Material Storage.

Heavy Manufacturing.

Medium Manufacturing.

Scrap metal processing.

ORGANIZATIONAL:

MISCELLANEOUS:

Any use permitted under Section 175-65.A, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-67, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the

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required setback and yard area requirements by an equivalent distance from each property line.

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

Conservation Areas.

Mini-warehouses.

Parking Structures.

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

~~C. Prohibited. The following uses are prohibited within the I-2, Industrial Employment District.~~

~~INDUSTRIAL:~~

~~Data Centers.~~

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AN ORDINANCE AMENDMENT TO TOWN CODE §175-3 – DEFINITIONS TO DEFINE DATA CENTERS AND REDEFINE TECHNOLOGY BUSINESSES AND TOWN CODE §175-53.10, §175-55, AND §175-65 TO PROHIBIT DATA CENTERS AS A USE WITHIN THE MIXED-USE CAMPUS DEVELOPMENT (MCD) DISTRICT, THE I-1, LIMITED INDUSTRIAL DISTRICT AND THE I-2, INDUSTRIAL EMPLOYMENT DISTRICT.

175-3 DEFINITIONS

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

ACCESS - A public or private right-of-way providing the ability to enter, approach or pass to and from an area to another area.

ACCESSORY BUILDING/ACCESSORY STRUCTURE - A building or structure that is subordinate to, and located on the same lot as the principal permitted use of the property, of which, the accessory building or accessory structure is used for purposes that are clearly incidental to that of the principal permitted use of the property, and which is not attached by any part of a common wall or roof to the main building, or buildings, if any. An accessory building shall not exceed the height of the main building(s) located on the property; shall not be located within a required yard area that abuts a public road; and shall not be permitted where no main building exists on the property, except in the following: (i) temporary buildings or structures permitted under this chapter, (ii) accessory buildings without utilities that are used for storage purposes and do not exceed two hundred fifty-six (256) square feet, and (iii) buildings, such as barns and silos, used for agricultural purposes.

ACCESSORY USE - A use of a building, lot or portion thereof which is customarily incidental and subordinate to the principal permitted use of the main building or lot. Accessory uses shall include the use of accessory buildings as a separate accessory dwelling unit, provided that the lot is at least twelve thousand (12,000) square feet in size, the accessory building complies with the minimum setback and yard area requirements that are required for main buildings within the applicable zoning district, no more than one (1) accessory dwelling is located on the property, and the accessory dwelling unit does not utilize more than five hundred (500) square feet. Urban agriculture is considered an accessory use when the requirements of Section 175-110.5 are complied with.

ADMINISTRATOR, THE - The official charged with the administration and enforcement of the Zoning Ordinance.

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AFFILATED ENTITIES - Entities that are commonly owned or controlled, directly or indirectly, by the same person or group of persons holding a controlling ownership interest. The term also includes entities that operate the facility pursuant to a common operating or management agreement. It does not include unrelated tenants that share a building or parcel absent such ownership, control, or agreement.

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

AGRICULTURE, URBAN (Urban Agriculture) - An umbrella term that describes a range of food growing practices conducted as an accessory use that may include the raising of crops, horticulture, aquaculture, hydroponics, forestry, gardening, apiculture, and both livestock and fowl keeping, subject to compliance with the regulations of Section 175-110.5.

ALLEY - A public right-of-way which affords only a secondary means of vehicular access to the side or rear of property.

ALL-WEATHER SURFACE - Crushed rock, gravel or similar surface shall constitute an all-weather surface.

AMENDMENT - A change in the Zoning Ordinance and/or Zoning Map granted by the Town Council after review and comment by the Town Planning Commission.

APARTMENT DEVELOPMENT - A property that includes more than one (1) apartment house.

APARTMENT HOUSE - A multifamily structure originally intended, arranged or designed to be occupied by three (3) or more families, each in an individual dwelling unit and living independently of each other. The number of families in permanent residence shall not exceed the number of dwelling units provided. Entranceways through the structure to the units may be either common or separate, and each lot on which the building is located shall be held in single ownership, even though individual units may be sold in accordance with this chapter. Such term shall not include "row house" or "townhouse." Each apartment unit shall occupy space on not more than one (1) story in a structure.

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ARCHITECT, REGISTERED - A licensed professional architect registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an architect.

ATTIC - The space between the ceiling beams of the top habitable story and the roof rafters. An "attic" shall be considered a half-story and shall be included in the calculation of building height.

AUTOMOBILE GRAVEYARD - See "Junkyard."

AUTOMOBILE PARKING LOT, COMMERCIAL - A lot or portion thereof, other than an automobile sales lot, held out or used for the storage or parking of six (6) or more motor vehicles for a consideration, where service or repair facilities are not permitted. Such parking lot shall not be considered an accessory use; nor shall it be used for the storage of dismantled or wrecked vehicles, parts thereof or junk.

AUTOMOBILE SALES LOT - A lot arranged, designed or used for the storage and display for sale of any new or used motor vehicles capable of independent operation or any type of travel trailer and recreational vehicle, provided that the travel trailer and recreation vehicle is unoccupied, and where repair work is done wholly enclosed within a building.

AUTOMOBILE SERVICE STATION - A place of business with pumps and underground storage tanks, having as its purpose the servicing, at retail, of motor vehicles with fuels and lubricants, and including minor repairs and inspections incidental thereto, but not including a general repair shop, paint or body shop, machine shop, vulcanizing shop or any operation requiring the removal or installation of a radiator, engine, cylinder head, crankcase, transmission, differential, fenders, doors, bumpers, grills, glass or other body parts or anybody repairing or painting. All repairs shall be conducted within a fully enclosed building.

AUTOMOBILE WRECKING YARD - An area where destroyed, abandoned and obsolete automobiles are disassembled and where parts of said disassembled automobiles are generally sold and where the remaining automobile bodies and their components are temporarily stored until they can be removed or reduced to scrap metal.

BABYSITTING - An activity occurring in any private family home in which nine (9) children or fewer, including children residing on the premises and/or related by blood or marriage to the person who maintains the home, are received for care, protection and guidance during any part of the twenty-four-hour day. A Town business license is required for the care of any children not related by blood or marriage when such service is provided in a private family home during any eleven (11) days or more, either consecutive or nonconsecutive days, in any given month.

BASEMENT - A story partly underground and having fifty percent (50%) or more of the total exterior wall area exposed. It shall not be occupied for residential purposes until

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the remainder of the building has been completed. A "basement" shall be counted as a story for the purpose of height requirements.

BAY WINDOW - A convex window frame and pane(s) that projects outward from a house or other structure, which may project not more than three feet (3') into any required yard area.

BED AND BREAKFAST HOME - A single-family, owner-occupied dwelling with ten (10) or fewer guest rooms in which overnight accommodations and breakfast are provided for transient guests, none of whom remain any more than fourteen (14) consecutive nights. A "bed-and-breakfast home" shall also be known as a "Tourist Home".

BLOCK - The property bound on all sides by one (1) side of a street or a combination of a street line, railroad right-of-way, unsubdivided land, river, live stream, stream bed or any other barrier to the continuity of development.

BOARD, THE - The Board of Zoning Appeals of the Town of Front Royal, Virginia.

BOARDINGHOUSE - See "Lodging House."

BREAKPOINT TECHNOLOGY - Means the particular design of a monopole wireless telecommunication tower, certified by an engineer licensed in the Commonwealth of Virginia, that devises a specified point of the structure, referred to as the breakpoint, to have stress concentrated so that the breakpoint is at least five percent (5%) more susceptible to failure than any other point along the structure, so that in the event of a structural failure, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the structure.

BUILDING - A structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or chattel.

BUILDING COVERAGE, LOT COVERAGE - All areas on a lot which are under a roof or under projections from buildings.

BUILDING INSPECTOR - An appointed official of the Town of Front Royal, Virginia who is responsible for certifying building inspections.

BUILDING, MAIN - A building in which the principal use of the lot is conducted.

CARETAKER QUARTERS - A dwelling unit located within a building that is used by a business enterprise, and is occupied by the owner or an employee of the business. Only one (1) caretaker quarters shall be permitted per building, and shall not utilize more than twenty percent (20%) of the ground floor area of the building.

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CATERING SERVICES - An establishment that prepares meals or food on premise with pickup/delivery for consumption off-site.

CELLAR - A portion of a building having less than fifty percent (50%) of the total exterior wall area exposed. Such a portion of a building shall not be used for habitation. All portions of the total exterior wall area exposed shall be counted for the purpose of height requirements but shall not be considered a story.

CEMETERY - Any land or structure used or intended to be used for the interment of human remains. The sprinkling or interment of ashes on church grounds or their placement in a columbarium on church property shall not constitute the creation of a cemetery. Cemeteries are subject to performance standards in Section 175-107.4 and local regulation pursuant to Code of Virginia §§ 15.2-978, 15.2-1111, and 57-26 and may be for public or private use.

CHURCH - Buildings or structures primarily intended for organized religious services and associated accessory uses.

CHURCHYARD - an area of land not exceeding two (2) acres, surrounding and located on the same lot or parcel as a church, which may be used as a cemetery.

CLINIC - An establishment where human patients who are not lodged overnight are admitted for examination or treatment by physicians or dentists.

COMMISSION, THE - See "Planning Commission."

COMMON OPEN SPACE - An open tract or parcel of land owned in undivided interest, not devoted to structures but directly related and adjunct to a development, as herein provided.

COMMUNITY CENTER (public) - A structure designed and constructed for public use which includes a community meeting room, athletic or exercise facilities or similar uses.

COMPUTER INFERENCE (or COMPUTATIONAL INFERENCE) - A computing process in which a trained model or algorithm applies learned patterns or rules to input data to generate predictions, classifications, recommendations, or other outputs, typically without modifying the underlying model parameters. This includes real-time or batch processing operations commonly associated with artificial intelligence, machine learning deployment, and automated decision-making systems.

CONGREGATE LIVING - Residential arrangement where multiple unrelated individuals of nine (9) or more persons live together in a shared housing environment, typically with some level of support or shared services. It is regulated separately from single-family homes or traditional apartment units due to its unique characteristics.

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CONVALESCENT HOME - See "Nursing Home."

COVERAGE - See "Building Coverage."

CRITICAL IT LOAD - The maximum electrical demand attributable to information technology and computing equipment (including servers, storage, and networking hardware), as measured at the point of utility service entrance, UPS, or power distribution unit dedicated to such equipment, exclusive of building HVAC, lighting, and other non-computing loads.

DATA CENTER - An industrial use facility, premises, or dedicated portion there of utilized primarily for the storage, management, processing, hosting, and transmission of digital data and information. Such facilities typically contain a high density of networked computer servers, data storage devices, telecommunications equipment, specialized cooling systems, electrical substations, and emergency backup infrastructure. This definition encompasses any facility dedicated primarily to commercial data hosting, cloud computing services, artificial intelligence (AI) training or inference, high-performance computing (HPC), cryptocurrency mining, blockchain validation, or digital asset verification infrastructure. The term "Data Center" shall not include standard, incidental server rooms or information technology infrastructure wholly ancillary, subordinate, and incidental to an otherwise permitted primary business, commercial, healthcare, or institutional use.

In no event shall server, computing, or data-processing infrastructure with a critical IT load of 500 kilowatts or greater, or infrastructure served by the specialized mechanical or liquid cooling systems described in threshold (3) below, be deemed ancillary, subordinate, or incidental to any primary use, unless the facility qualifies for the any exclusion set forth below.

Any facility that meets one or more of the thresholds set forth below shall be classified as a Data Center regardless of how its operator characterizes its business, and notwithstanding that the facility or its operator also engages in one or more of the activities enumerated under the definition of Technology Business. Classification as a Data Center shall be determined by the physical use and operational characteristics of the facility, and not by the corporate description, business model, or self-designation of the applicant or operator.

A facility or portion thereof shall be classified as a Data Center if it meets one or more of the following operational or structural thresholds in support of a primary data processing or hosting use:

1. An electrical power demand or allocated capacity (critical IT load) for information technology and computing equipment of 500 kilowatts or greater, as measured by the utility service entrance capacity allocated or contracted for IT and computing loads, the capacity of installed uninterruptible power supply (UPS) or power distribution units

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serving computing equipment, or as documented in building permit applications, electrical engineering drawings, or utility interconnection agreements. A facility shall be classified as a Data Center if it is designed or permitted to accommodate load, capacity, or floor area at or above any threshold set forth above, notwithstanding that the actual load, capacity, or area is below the threshold at the time of application.

2. Industrial-grade uninterruptible power supply (UPS) systems, backup generators, or other redundant or standby power infrastructure serving, or provisioned to serve, computing or data-processing equipment, where the aggregate rated capacity of such power infrastructure attributable to computing or data processing equipment whether installed, permitted, designed, or contracted for is 500 kilowatts or greater. This threshold is satisfied independently of any other threshold and regardless of how the primary use of the facility is characterized. Power infrastructure serving only life-safety systems, general building systems, or a primary non-computing commercial, healthcare, or institutional use shall not be counted toward this threshold. Where a single generator or UPS plant serves both computing equipment and non-computing building systems, the capacity attributable to computing equipment shall be the plant's rated capacity allocated to computing loads as documented in electrical engineering drawings or a load allocation study.

3. Specialized mechanical or liquid cooling systems, including but not limited to dedicated air handlers, cooling towers, chillers, or direct-to-chip or immersion liquid cooling infrastructures, engineered specifically to maintain operating temperatures for high-density computing arrays. For purposes of this threshold, any direct-to-chip, immersion, or other liquid cooling system serving computing or data-processing equipment with a design heat-rejection capacity of 50 kilowatts or greater qualifies; and any mechanical or air-cooling system qualifies where its design heat-rejection capacity dedicated to computing or data-processing equipment is 500 kilowatts or greater; or

4. A contiguous or aggregate floor area of 5,000 square feet or greater dedicated primarily to housing computing, processing, or data storage equipment, provided that this threshold shall not serve as a standalone trigger and shall only apply where the facility also satisfies at least one of thresholds (1), (2), or (3) above. For purposes of this threshold, floor area shall be aggregated across all buildings, tenant spaces, lease areas, and development phases on the subject parcel and on any contiguous or commonly owned or commonly controlled parcel, without regard to how such area is divided among tenants, owners, meters, or affiliated entities. Floor area, load, or capacity attributable to tenants that are not affiliated entities of one another and do not operate under common ownership or control shall not be aggregated under this threshold solely by virtue of occupying the same building or parcel.

For purposes of all thresholds set forth above, critical IT load, power capacity, and floor area shall be measured in the aggregate across the entire facility, the subject parcel, and all

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development phases. Such aggregate measurement shall not be reduced or avoided by dividing the use among multiple buildings, tenant spaces, electric meters, service entrances, or affiliated entities.

Commercial or industrial facilities utilizing advanced automation, robust power infrastructure, or localized cooling systems for the manufacturing, processing, sale, or distribution of tangible goods shall not be construed to be a Data Center. The presence of computerized machinery or internal IT infrastructure necessary to support primary industrial operations does not constitute a Data Center, including within fabrication facilities, automated fulfillment and distribution centers, and similar manufacturing or logistics uses. The term "Data Center" shall not be construed to include accessory data processing, server closets, or computer operations integrated within and supporting primary commercial or healthcare uses such as corporate offices or hospitals, including such infrastructure operated by any business, financial institution, insurer, retailer, or other commercial or institutional occupant, provided that the computing capacity is used solely to support that occupant's own internal business operations and no portion of it is made available to unaffiliated third parties for a fee. This definition shall not include a computing facility operated by an accredited educational or research institution, or by a hospital or health system, primarily for its own non-commercial research, instructional, or clinical purposes, provided that no portion of the facility's computing capacity is made available to commercial third parties for a fee. The foregoing exclusions shall not apply to any portion of a facility in which computing infrastructure or capacity is made available to commercial third parties for fee-based hosting, co-location, or data processing services, which portion shall remain subject to this definition. Manufacturing and industrial exclusions shall not be construed to apply to cryptocurrency mining, blockchain transaction validation, or digital asset verification operations, regardless of whether the operator characterizes such activity as a manufacturing, industrial, or production use.

DAYCARE - The provision of care, protection and guidance to a group of children separated from their parents or guardian during a part of the day only.

DENSITY - The number of dwelling units permitted on one (1) acre of land as specified herein.

DESIGNATED SPECIAL CIRCUMSTANCE HOUSING (DSCH) - Residential accommodations that are specifically utilized to meet the needs of housing for individuals that fall in one (1) of the following categories; a) Individuals with Developmental Disabilities; b) Veteran's Housing; c) Emergency Family Housing; d) Shelter for Domestic Abuse Victims; e) Shelter for At-Risk Children.

DEVELOPMENT - The process of erecting or causing to be erected buildings or structures on a lot.

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DISTRICT - A portion of the Town of Front Royal within which, on a uniform basis, only certain uses of land and buildings are permitted as set forth in this chapter and within which certain lot areas and other uniform requirements are established.

DOMESTIC PRODUCTS - Processed, cooked, dried or preserved foodstuffs and other agricultural products meant for human consumption, to include, but not limited to, jellies, pickles, herbs, smoked meats, baked goods, candies, canned foods, and other prepared edibles.

DRIVE-IN EATING ESTABLISHMENT - Any place or premises used for sale, dispensing or serving of food, refreshments or beverages in automobiles, including those establishments where customers may serve themselves and may eat or drink the food, refreshments or beverages in motor vehicles on the premises; a refreshment stand; a fast-food or primarily a carry-out establishment.

DRIVEWAY - A space or area providing access specifically designated and reserved on a lot for the movement of vehicles from one lot to another or from a lot to a public street. "Driveways" for commercial or industrial properties shall be hard surfaced.

DSCH TEMPORARY HOUSING - One (1) year or less.

DUPLEX - A two-family residential structure, with each unit having its own exterior entrance; the residential units may be arranged one above the other, or be semidetached.

DWELLING - A building or portion thereof which is used or intended to be used exclusively for residential purposes and contains one (1) or more dwelling units.

DWELLING, ATTACHED - A dwelling having any portion of each of two (2) walls in common with adjoining dwellings.

DWELLING, DETACHED - A dwelling which is entirely freestanding on a lot.

DWELLING, MULTIFAMILY - A structure originally arranged or designed to be composed of three (3) or more dwelling units (an apartment house), with the number of families in residence not exceeding the number of dwelling units provided.

DWELLING, SEMI-DETACHED - One (1) of two (2) buildings, arranged or designed as dwellings located on abutting walls without openings, and with each building having a separate lot with minimum dimensions required by district regulations.

DWELLING, SINGLE-FAMILY - A single residential dwelling unit, other than a mobile home or manufactured home, designed for occupancy by one (1) family, and not located on the same lot as another dwelling unit.

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DWELLING, TEMPORARY - A residence designed as a portable dwelling but not necessarily attached to a permanent foundation.

DWELLING, TWO-FAMILY - A residential building containing not more than two (2) dwelling units, arranged one above the other or side by side, designed for occupancy by not more than two (2) families.

DWELLING UNITS - One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy or rental or lease on a weekly, monthly or longer basis and physically separated from any other rooms or dwelling units which may be in the same structure and containing independent cooking and sleeping facilities and containing not less than six hundred (600) square feet of residential floor area. Such units shall meet the requirements of the Building Code of the Town of Front Royal.

EASEMENT - A grant by a property owner of the use of his land by another party for a specific purpose. The initial property owner in the agreement may be compensated for the use of his property.

EMERGENCY FAMILY HOUSING - Short-term housing, immediate shelter provided to individuals or families who are experiencing a crisis or urgent need for a place to stay.

ENGINEER, REGISTERED - A licensed professional engineer registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as an engineer.

FALL ZONE - Means an area around the base of a wireless telecommunication tower required to be kept clear of buildings, other than those accessory to the wireless telecommunication tower, for the purpose of containing debris in the event of a tower structural failure. The fall zone is measured by a circular radius around the wireless telecommunication tower that equals the structure's height.

FAMILY - An individual or group of individuals related by blood, marriage, adoption or guardianship. For the purpose of this chapter, the definition of "family" shall include four (4) or fewer unrelated persons living together as a single housekeeping unit.

FARM PRODUCTS - Ice, wood, charcoal, meats, milk, butter, eggs, poultry, game, vegetables, fruits or other family supplies of a perishable nature or farm products grown or produced by them and not purchased by them for sale.

FARMERS' MARKET - A collection of two (2) or more vendors, selling farm or domestic products, garden produce, or nursery products, ornamental or otherwise, which have been grown or produced by the vendor offering the same for sale, in an open-air setting or with temporary or partially enclosed structures.

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FAST-FOOD ESTABLISHMENT - See "Drive-in Eating Establishment."

FENCE - An artificially constructed barrier, made of any material, including but not limited to posts and wire, boards, or masonry intended to prevent escape or intrusion to make a boundary, or serve as screening.

FLEA MARKET - An assembly of vendors, selling new or used goods in the open air or within temporary structures, which display and sell their wares on the lands of another for a consideration.

FLOODPLAIN - Sections of land, adjacent to bodies of water, which are subject to periodic flooding and inundation as defined or approved by the Department of Housing and Urban Development and/or the Corps of Army Engineers.

FLOOR AREA OF A BUILDING OR BUILDINGS - The sum of the gross horizontal areas of the several floors of all buildings on the lot measured from the exterior faces of exterior walls. "Floor area" shall include the area of basements when used for residential, commercial or industrial purposes when such are permitted, but shall not include a basement or portion of a basement used for storage or housing of mechanical or central heating equipment.

FRONTAGE - See "Lot Width."

FUNERAL PARLOR, HOME OR MORTUARY - An establishment used for human funeral services, which shall include facilities on the premises for embalming and may or may not include facilities for the performance of autopsies, other surgical procedures or cremation.

GARAGE, COMMUNAL - A garage used for the storage of vehicles for occupants of lots in the same adjacent block or blocks.

GARAGE, PRIVATE - An accessory building used for the storage of vehicles by the occupants of a lot on which such building is located.

GARAGE, PUBLIC - An accessory building, portion of a principal building or principal buildings used only for the storage of four (4) or more vehicles by others than only those occupants of a lot on which such building is located.

GAS STATION AND GASOLINE SALES - See "Automobile Service Station."

GOVERNING BODY - The Town Council of Front Royal, Virginia.

GOVERNMENT OFFICES AND BUILDINGS - Offices and structures used primarily for conducting the affairs of government. This definition shall include school maintenance shops and work areas.

HARD SURFACE - Concrete, blacktop and macadam or a similar surface.

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HEALTH OFFICIAL (OFFICER) - The Director of the Warren County Department of Health or his designated deputy or a representative of the Virginia Department of Health, Warren County.

HEIGHT OF BUILDING - The vertical distance from the established grade of the center of the front of the building to the highest point of the roof surface of a flat roof, to the deck line for a mansard roof and to the mean height level between the eaves and ridge for hip, gable and gambrel roofs.

HIGH-PERFORMANCE COMPUTING (HPC) - A computing use involving networked or clustered systems performing large-scale, parallel processing of complex computations at levels substantially exceeding typical business or institutional computing, and characterized by high-density equipment, significant power demand, and specialized cooling. This definition excludes routine business IT, office computing, and accessory on-site data processing.

HOME OCCUPATION - An occupation conducted entirely within an enclosed dwelling and clearly incidental and secondary to the residential occupancy thereof, carried on by a member or members of the family residing on the premises. All "home occupations" shall meet the standards in Section 175-108.1.

HOSPITAL - Any institution receiving inpatients and rendering medical, surgical and/or obstetrical care. This shall include general hospitals and institutions in which service is limited to special fields, such as cardiac, eye, ear, nose and throat, pediatric, orthopedic, skin and cancer, mental, tuberculosis, chronic disease and obstetrics. Such terms shall include group homes serving mentally retarded or other developmentally disabled persons.

HOTEL - A building designed or occupied as the more or less temporary abiding place for fourteen (14) or more individuals who are, for compensation, lodged with or without meals, and in which no provision is made for cooking in individual rooms or suites.

INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES - Specialized living arrangements designed to help individuals with developmental disabilities, individuals with mental illness, or intellectual disability transition from institutional settings or other environments into more independent, community-based living situations.

JUNKYARD - Any land or building used for the abandonment, storage, keeping, collecting or baling of paper, rags, scrap metals, other scrap or discarded materials or for the abandonment, demolition, dismantling, storage or salvaging of automobiles or other vehicles not in running condition, machinery or parts thereof. The term "junkyard" shall include the term "automobile graveyard," which shall be any lot or place which is exposed to the weather upon which more than three (3) motor vehicles of any kind, incapable of being operated, are placed.

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KENNEL - Any place, private or commercial, equipped and/or used to house, board, breed, handle, train, or otherwise care for five (5) or more dogs six (6) months of age or older.

LAUNDROMAT - A building or part thereof where clothes or other household articles are washed or dry cleaned in self-service machines with a capacity for washing not exceeding twenty-five (25) pounds dry weight and where such washed clothes and articles may also be dried or ironed, and no delivery service is provided in connection therewith.

LAUNDRY - A building, or part thereof, other than a Laundromat, where clothes and other articles are washed, dried, ironed or dry-cleaned.

LODGING HOUSE - A residential building, other than a hotel, motel or bed-and-breakfast home, where lodging is provided for compensation on a regular basis, pursuant to previous arrangements, but which is not open to the public or transient guests. Meals may be provided to the residents in a central location; however, no provisions shall be made for cooking in individual rooms or units. The maximum number of rooms or units shall be controlled by the area requirements of the district in which the use is located, but in no case shall the total number of lodging rooms or units exceed ten (10). A "Lodging House" shall also be known as a "Rooming House" or a "Boarding House."

LOT - A parcel of land occupied or to be occupied by a building and its accessory buildings or by a use and accessory uses, together with such open spaces as are required under the provisions of this chapter, having at least the minimum area required by this chapter for a lot in the zone in which such lot is situated and having its principal frontage on a public or private street approved by the Town.

LOT, CORNER - A lot abutting on two (2) or more streets at their intersection.

LOT COVERAGE - The maximum percent of the lot which may be occupied by buildings or structures, including accessory buildings or structures.

LOT DEPTH - The average of the horizontal distances between front and rear lines of a lot measured perpendicular to the street line.

LOT INTERIOR - Any lot other than a corner lot.

LOT OF RECORD - A lot which has been recorded in the office of the Clerk of the Circuit Court.

LOT, THROUGH (DOUBLE FRONTAGE) - A lot, other than a corner lot, which has a frontage on two (2) streets.

LOT, WIDTH OF - The horizontal distance between the side lines of a lot measured along the building setback line.

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MAIN BUILDING - A building that is used in conjunction with the principal permitted use of the property.

MANUFACTURE and/or MANUFACTURING - The processing and/or converting of raw, unfinished materials or products, or either of them, into articles or substances of different character or for use for a different purpose.

MANUFACTURED BUILDING - A building that is manufactured, typically in a factory, and is built in accordance with the United States Department of Housing and Urban Development Code, Manufactured Home Construction and Safety Standards, or other similar federal standards; and does not meet all local or state building code standards. Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

MANUFACTURED HOME - A residential dwelling built in a factory in accordance with the United States Department of Housing and Urban Development code and the federal Manufactured Home Construction and Safety Standards. Modular and pre-fabricated buildings that are manufactured and constructed in accordance with all local and state building code standards shall not be considered manufactured buildings.

MANUFACTURING, HEAVY - The use of land where significant external effects are created, and pose significant risks due to the involvement of explosives, radioactive materials, poisons, pesticides, herbicides, or other hazardous materials in the manufacturing or other process.

MANUFACTURING, LIGHT - The use of land for processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products, from processed or previously manufactured materials. Light industry is capable of operation in such a manner as to control the external effects of the manufacturing process, such as smoke, noise, soot, dirt, vibration, odor, etc. Uses may include, but are not limited to, a machine shop, the manufacturing of apparel, electrical appliances, electronic equipment, camera and photographic equipment, ceramic products, cosmetics and toiletries, business machines, paper products (but not the manufacturing of paper from pulpwood), musical instruments, medical appliances, tools or hardware, plastic products (but not the processing of raw materials), pharmaceuticals or optical goods, bicycles, and any other product of a similar nature as determined by the Director.

MANUFACTURING, MEDIUM - The use of land where goods or energy are generally mass produced from raw materials on a large scale through use of an assembly line or similar process, usually for sale to wholesalers or other industrial or manufacturing uses. Medium industry produces moderate external effects such as smoke, noise, soot, dirt, vibration, odor, etc.

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MINI-STORAGE FACILITY - (also known as **MINI-WAREHOUSE**) - A self-service storage building, or group of buildings, consisting of individual, small, self-contained units for the storage of good, materials or supplies.

MOBILE HOME - A residential dwelling built in a factory before the federal Manufactured Home Construction and Safety Standards went into effect on June 15, 1976. New or replacement mobile homes are not permitted within the Town.

MODULAR UNIT - A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees and other prefabricated supplements incorporated into a structure at the site. Modular units are a permitted construction type when designed to comply with Virginia Uniform Statewide Building Code, and shall not be considered manufactured homes.

MOTEL - An establishment consisting of a group of living or sleeping accommodations with bathroom and closet space designed for use by transient automobile tourists; less than fifty percent (50%) of the living and sleeping accommodations are occupied or designed for occupancy by persons other than transient automobile tourists.

NONCONFORMING ACTIVITY (USE) - The otherwise legal use of a building, structure or tract of land that does not conform to the use regulations of this chapter for the district in which it is located, either at the effective date of this chapter or as a result of subsequent amendments to the chapter.

NONCONFORMING LOT - An otherwise legally platted lot that does not conform to the minimum area or width requirements of this chapter for the district in which it is located at the effective date of this chapter or as a result of subsequent amendments to this chapter.

NONCONFORMING STRUCTURE - An otherwise legal building or structure that does not conform to the lot area, yard, height, lot coverage or other area regulations of this chapter or is designed or intended for a use that does not conform to the use regulations of this chapter for the district in which it is located, either at the effective date of this chapter or as a result of subsequent amendments to the chapter.

NURSING HOME also known as **"EXTENDED-CARE HOME,""REST HOME"** or **"CONVALESCENT HOME"** - A nursing facility is any place containing beds for two (2) or more patients, established to render domiciliary and/or nursing care for chronic or convalescent patients and which is properly licensed by the state.

OFF-STREET PARKING AREA - Space provided for vehicular parking outside a right-of-way.

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OPEN SPACE, USABLE LANDSCAPED - That space on the same lot and contiguous to the principal building or buildings (except as herein noted) which is either landscaped with shrubs, planted with grass or developed and maintained for recreation, environmental and/or aesthetic purposes, and excludes that portion of the lot which is utilized for off-street parking purposes.

OUTDOOR DISPLAY - The keeping of products, goods, merchandise, and/or materials, excluding signs, outside of an enclosed building for the purpose of making it known that similar items or related services are available for purchase.

OUTDOOR SALES - The retail selling of products, goods, merchandise, and/or materials, outside of an enclosed building.

OUTDOOR STORAGE - The keeping, without retail sale, of products, goods, merchandise, and/or materials outside of an enclosed building.

OVERHANG - The part of a roof or wall that extends beyond the façade of a lower wall. No such construction shall project into any required yard more than three (3) feet and shall be included in the calculation of lot coverage.

PARKING SPACE - An area of not less than nine (9) feet wide by eighteen (18) feet long for each automobile or motor vehicle, such space being exclusive of necessary drives, aisle, entrances or exits and being fully accessible for the storage and parking of vehicles.

PEDDLER - A short-term temporary use of property that is permitted on commercially zoned, subject to compliance with the provisions of Chapter 98, Section 61, of the Town Code, or as amended.

PHARMACEUTICAL CENTER - An establishment in which only pharmaceutical services are provided. Its purpose shall be limited to providing the public and various health professionals with information and articles intended for use in diagnosis, cure, mitigation, treatment or prevention of a disease state, including drugs and medical instruments or devices of the type used under the strict supervision of a physician in the treatment of a specific disease entity. No articles shall be displayed for sale. The square footage of the "pharmaceutical center" shall be limited to a maximum of two thousand (2,000) square feet.

PLANNING COMMISSION - The Planning Commission of the Town of Front Royal, Virginia.

PORCH - Any porch, veranda or gallery (as the terms are commonly and customarily defined) or similar projection from the main wall of a structure, constructed upon the ground, and covered by a roof, canopy or awning; provided that the term shall not include any carport or other such improvement designed for and capable of accommodating the parking of a motor vehicle protected from the elements. An unenclosed porch shall mean a porch with no side enclosure, other than the side of the structure to which the porch is attached, with no screens or

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windows. An unenclosed porch may project into a front or rear yard not to exceed ten feet (10') nor extend any nearer than fifteen (15') from any front or rear property line. The area of a porch shall be included in the calculation of lot coverage. A porch shall not be considered an overhang, nor vice versa.

PORTABLE STORAGE CONTAINERS - A large portable container, other than trailers and semitrailers, and which are typically referred to as "PODS" or cargo containers that are transported to a desired location for use as storage of products, goods, merchandise, and/or materials. Portable storage containers are subject to the provisions of Section 175-109.2.

PRINCIPAL PERMITTED USE - A specific use, or uses, of a lot that are permitted on a particular lot, based on the regulations of the underlying zoning district, and the main use, or uses, of the property, as distinguished from an accessory use.

PROFESSIONAL OFFICES - A structure designed for use by a person, or persons, in offering a service which requires specialized knowledge gained by intensive academic preparation such as medicine, law, engineering, dentistry, and other like endeavors.

PUBLIC EVENT - Any temporary activity or entertainment festival that accommodates the assembly of groups or individuals on public property after all required authorizations are obtained from the local, state and/or federal government(s).

PUBLIC FACILITY - Any area, building or structure used or controlled for government purposes, that is owned, held, or operated by any department, branch or unit of the federal government, the Commonwealth of Virginia or one (1) or more of its local governments, political subdivisions or municipal corporations.

PUBLIC PROPERTY - Property that is owned or operated by a local, state or federal government.

PUBLIC UTILITY - Any person, firm, corporation, municipal department or board duly authorized to furnish and furnishing, under federal, state or municipal regulations, to the public electricity, gas, steam, communications, telegraph, transportation, water or such other services as may be provided. Where public utilities are permitted under this Chapter, poles, lines, water towers, reservoirs, water and sewer treatment facilities, booster and relay stations, distribution transformers, pipes, meters, and other facilities necessary for the provision and maintenance of public utilities shall be permitted.

RECREATION FACILITY (commercial) - A sports or activity facility which is open to the general public for a fee. These shall include, but are not limited to, the following: indoor skating rink, bowling alley, arcade, swimming pool, hard and soft courts, health spa, gymnasium, physical fitness center, dance studios or similar uses.

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RECREATION FACILITY (public) - Facilities and uses sponsored by the Warren County Parks and Recreation Department and/or the Warren County School Administration and/or other public entities.

RECREATIONAL VEHICLE also known as a **"MOTOR HOME"** and **"TRAVEL TRAILER"** - Every vehicular-type unit primarily designed as temporary living quarters for recreational, camping, travel or seasonal use, that either has its own motive power or is mounted in, or is towed by another vehicle. The basic entities are: travel, fifth wheel trailer, camping trailer and motor home. The parking and storing of such vehicles is guided by Section 175-100. Such term refers also to travel trailers.

REPAIR - The replacement of existing work with the same kind of materials for the purpose of its maintenance, but not including additional work that would affect safety or affect exit way facilities or a vital element of an elevator, plumbing, gas piping, wiring, ventilating or heating installation or any work that would be in violation of a provision of the Front Royal Building Code or any other law governing building construction.

REST HOME - See "Nursing Home."

RESTAURANT - Any building in which, for compensation, food or beverages are dispensed for consumption on the premises, including, among other establishments, cafes, tearooms, confectionery shops and refreshment stands.

RESTORATION, BEGINNING OF - After a nonconforming use or structure has been totally or partially destroyed, includes the clearing of debris within thirty (30) days of destruction and applying for a permit to rebuild within eighteen (18) months of said destruction.

RETAIL STORES AND SHOP - Buildings for display and sale of merchandise at retail or for the rendering of personal services, but specifically exclusive of coal, wood, oil and lumberyards, and accessory uses.

ROADSIDE STAND - The commercial sale of agricultural products that are grown, raised, and/or crafted on the same premises in conjunction with the use of the property for agriculture, as defined herein.

ROOMING HOUSE - See "Lodging House."

SCHOOLS - A public school, or a private school certified by the State of Virginia in accordance with the provisions of Code of Virginia § 22.1-319 et seq., or such educational and training institutions as are exempt from state certification under the provisions of Code of Virginia § 22.1-320, as amended.

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SCREENING - Any device, materials, coniferous or deciduous growth, or combination thereof, such as plantings, walls, fences, or earthen berms, of sufficient height and density, as determined by the Zoning Administrator, required to serve as an opaque barrier, to vision, light, or noise between adjoining properties.

SECTIONAL HOME - A dwelling made of two (2) or more modular units transported to the home site, put on a foundation and joined to make a single dwelling. Such units shall meet the requirements of the Building Code of the Town of Front Royal.

SETBACK - The minimum distance by which any building or structure must be separated from the front lot line.

SHELTER FOR AT-RISK CHILDREN - Shelter for children at risk generally refers to short-term housing or care provided to children who are in immediate danger or facing circumstances that put their safety, well-being, or development at risk.

SHELTER FOR DOMESTIC ABUSE VICTIMS - Shelter for domestic abuse victims refers to short-term, safe housing provided to individuals who are escaping situations of domestic violence or abuse.

SHOPPING CENTER - Any conglomeration of commercial activities sharing a parcel of land which is held in single ownership and sharing parking facilities.

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

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

SIGN - Any display of any letters, words, numerals, figures, devices, emblems, pictures or any parts or combinations thereof by any means whereby the same are made visible for the purpose of making anything known, whether such display be made on, attached to or as a part of a structure, surface or any other thing.

SIGN, AREA OF - The entire area within a circle, triangle, parallelogram or trapezoid enclosing the extreme limits of writing, reproduction, emblem or any figure of similar character, together with any frame or other material or color forming an integral part of the display or used to differentiate the sign from the background against which it is placed, excluding the necessary

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supports or uprights on which such sign is placed. On double-faced signs, only one (1) display face shall be measured in computing total sign area where sign faces are parallel and are at no point more than two (2) feet from one another.

SIGN, BUSINESS - A sign which directs attention to a business, commodity, service, activity or product sold, conducted or offered upon the premises where such sign is located.

SIGN, HOME OCCUPATION - A sign not exceeding two (2) square feet (on each side) in an area directing attention to a product, commodity or service available on the premises, but which product, commodity or service is clearly a secondary use of the dwelling.

SIGN, IDENTIFICATION - A sign on the premises bearing the name of a subdivision, the name of a group housing project or of a school, college, park, church or other public or quasi-public facility or a professional or firm nameplate, but bearing information pertaining only to the premises on which such sign is located.

SIGN, OUTDOOR ADVERTISING - Any sign of any material and any character whatsoever, (including erection, construction, posting, painting, printing, tacking, nailing, gluing, sticking, carving or other fastening, affixing or making visible in any manner), which is placed for outdoor advertising purposes in any way whatsoever. Such sign is one which is not located on the premises of the activity, product, commodity or service to which it refers. The term "billboard" is covered by this definition.

SIGN, TEMPORARY - A sign applying to a seasonal or other brief activity, such as, but not limited to, summer camps, horse shows, auctions or sale of land.

SPECIAL CHILDCARE SERVICES - One (1) of the following types of daycare: a licensed summer camp under Code of Virginia § 35.1-1, a public school, a private school not operating as a child-care center outside the scope of regular classes as defined in Code of Virginia § 63.1-195, a facility operated by a hospital on the hospital premises providing care to the children of hospital's employees while such employees are engaged in the performance of work for the hospital, a Sunday School, conducted by a church or religious institution, or a day care facility operated by a church or religious institution where children are cared for during short periods of time while the persons responsible for such children are attending religious services, and babysitting.

SPECIAL USE PERMIT - A permit granted by the Town Council, upon recommendation from the Planning Commission and after public hearing, for a use permitted by the Council to occupy land and/or a building erected thereon for a specific purpose not permitted by right, but permitted in accordance with standards or conditions established in this chapter or by the Planning Commission and/or Town Council in accordance with procedures established by law.

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STOOP - A porch without a roof, cover or overhang, which may project into a front or rear yard for a distance not exceeding ten (10) feet and into a side yard for a distance not exceeding five (5) feet.

STORY - That portion of a building other than a cellar or mezzanine, included between the surface of any floor to the beams of the floor next above it or, if there is not a floor above it, then the space between the floor and the top of the roof beams; a mezzanine shall be deemed a full story when it covers more than thirty-three percent (33%) of the area of the story beneath the mezzanine or if the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.

STORY, HALF - A space under a sloping roof which has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than two-thirds of the floor area is finished off for use.

STREET; ROAD - A public thoroughfare, except an alley or driveway, which affords vehicular traffic circulation and principal means of access to abutting property.

STRUCTURAL ALTERATION - Any change in the supporting members of a building or structure, such as bearing walls, partitions, columns, beams or girders, or any change in the width or number of exits or any substantial change in the roof.

STRUCTURE - Anything constructed or erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground.

STRUCTURE, OUTDOOR ADVERTISING - Any structure of any kind or character erected or maintained for outdoor advertising purposes, upon which any outdoor advertising sign may be placed, including also outdoor advertising statuary.

STRUCTURE, PRINCIPAL - A structure in which the principal or primary use of the property is carried out.

SUBDIVISION - The division of a parcel of land into two (2) or more lots or parcels for the purpose of transfer of ownership or building development. The term includes resubdivision and, when appropriate to the context of the Front Royal Subdivision Ordinance, shall relate to the process of subdividing or to the land subdivided.

SURVEYOR, LAND - A licensed professional surveyor registered in the Commonwealth of Virginia by the Department of Professional and Occupational Registration as a surveyor.

TECHNOLOGY BUSINESS - A non-Data Center business consisting of one (1) or more than one (1) in combination of the following:

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1. Electronic Information Operations and Providers: Businesses that assist other businesses to better manage their paper documents by putting them in an electronic database that can easily be viewed by a larger group of people.
2. Internet Service Providers: Businesses that provide Internet service to businesses or residents.
3. Software Design and Development: Businesses that design software or businesses that develop the design of specific software.
4. Computer and Peripheral Sales and Assembly: Businesses that assemble computers or sell the hardware associated with computers.
5. Content Developers: Businesses that design and build computer systems.
6. Internet Based Sales and Services: Businesses whose primary trade is based on the Internet, be it sales or service provider.
7. Hardware Design, Manufacture, Assembly, and Development: Businesses that manufacture, assemble, or develop hardware design for computers.
8. Telecommunications Based Video Service Providers: Businesses that use video-conferencing or cable connections for employees to telecommute.
9. Outbound or Inbound Call Centers: Businesses that either market their product through phone calls or businesses that answer consumer questions.
10. Telecommunications Equipment Manufacturing, Assembly, and Service: Businesses that build, put together or service telecommunications equipment.

TEMPORARY TRAILERS - A transportable manufactured building, similar to a manufactured home, but not used for residential purposes.

THEATER, INDOOR - A building designed and/or used primarily for the commercial exhibition of motion pictures to the general public or used for performance of plays, acts and dramas by actors and/or actresses.

TOBACCO, SMOKE, OR VAPE SHOP - A business involving the sale of tobacco products, nicotine vapor products, or alternative nicotine products, as those terms are defined in the Code of Virginia § 18.2-371.2, or hemp products intended for smoking, as such term defined in Code of Virginia § 3.2-4112, or any kratom products as regulated by Code of Virginia § 59.1-200, or paraphernalia, and where any combination of any such products represent twenty-five (25) percent or more of the store's total inventory or fifteen (15) percent or more of the store's total display area.

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"Paraphernalia" refers to any objects, devices, or equipment that are primarily used to facilitate or enhance the act of smoking or vaping. This includes but not limited to; cigarette rolling papers, Cigarette filters, Pipes, Bongs, Hookahs, Vape Pens and E-Cigarettes, Grinders, Rolling Machines, Screens and Dab Rigs.

TOURIST HOME - See "Bed and Breakfast Home."

TOWNHOUSE - At least three (3) and not more than eight (8) attached dwelling units forming a continuous structure, each unit being separated by unpierced common or party walls of masonry construction going through the roof of said unit void of fenestration or means of ingress or egress from the basement through the roof with individual exterior entrances at grade and with not more than four (4) abutting "townhouses" or dwelling units having the same front yard setback; the setback differential shall be at least three (3) feet. Each "townhouse" unit shall occupy no fewer than two (2) stories in structure.

TRAILER - Every vehicle without motive power designed for carrying property and passengers wholly on its own structure and for being drawn by a motor vehicle.

TRAVEL TRAILER - Any recreational vehicle.

USE - The purpose or activity for which land or buildings thereon is designed, arranged or intended or for which it is occupied or maintained and shall include any manner of performance of such activity with respect to the performance standards of this chapter.

VARIANCE - A relaxation of the terms of the Zoning Ordinance where such "variance" will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the action of the applicant, a literal enforcement of the ordinance will work undue hardships on the property owner; a "variance" is authorized only for height, area and size of a structure or size of yards and open spaces; establishment or expansion of a use otherwise prohibited shall not be allowed by "variance," nor shall a "variance" be granted because of the presence of nonconformities in the zoning division or district or adjoining divisions or districts nor solely for the economic benefit of the person requesting such "variance."

VETERANS' HOUSING - Living arrangements designed to provide veterans with a safe, stable environment while they transition from military service to civilian life or while they wait for more permanent housing solutions.

WIRELESS TELEPHONE TELECOMMUNICATION TOWERS - Facilities for the proviso of personal wireless services, as defined by 47 U.S.C. Section 332 (Section 704 of the Telecommunications Act of 1996), including those Federal Communications Commission licensed commercial wireless telecommunications services such as cellular, personal communications services (PCS),

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specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), and unlicensed wireless services and common carrier wireless exchange access services; also referred to generally as "tower(s)" under Section 175-110.4.

YARD - An open space of a generally uniform width or depth on the same land with a building or group of buildings, which open space lies between the building or group of buildings and the nearest lot line and is occupied and unobstructed from the ground upward except as otherwise provided herein.

YARD, FRONT - A yard extending across the full width of the lot and lying between the adjacent street right-of-way line and the building setback line.

YARD, REAR - A yard extending across the full width of the lot and lying between the rear property line of the lot and a line drawn generally parallel thereto, at such distance as specified in this chapter.

YARD, SIDE - A yard between the side lot line and a line drawn generally parallel thereto, at such distance as may be specified herein for any district, and extending from the front yard line to the rear yard line.

ZONING ADMINISTRATOR - See "Administrator."

ZONING MAP - The Official Zoning Map of the Town of Front Royal, Virginia, and all amendments thereto.

ZONING PERMIT - A permit issued by the Zoning Administrator to the applicant before the applicant may proceed with any work affected by any provision of this chapter or begin any uses of land and/or structures as permitted by this chapter.

(Ord. of 8-24-98; Ord. of 6-26-00; Ord. of 1-27-03; Ord. of 2-24-03; Ord of 4-14-03; Ord. of 7-25-05; Ord. of 9-26-05; Ord. of 7-24-06; Ord. of 7-28-08; Ord. of 2-28-11; Ord. of 1-9-12; Ord of 3-12-12; Ord. of 7-23-12; Ord of 1-28-13; Ord. of 3-24-14; Ord. of 6-22-15; Ord. of 11-23-15; Ord. of 10-10-17; Ord. of 2-28-22; Ord. of 5-1-23; Ord. of 2-24-25(2); Ord. of 9-22-25(1); Ord. of 11-24-25(2))

MIXED-USE CAMPUS DEVELOPMENT (MCD) DISTRICT

175-53.10 ~~PERMITTED USES~~ USE REGULATIONS

A. *By-Right.* Subject to the standards and requirements set forth in this Chapter, except as prohibited or restricted by separate restrictions of record that may pertain to property within

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the MCD District, the following uses of land and buildings are permitted by-right in the MCD District:

RESIDENTIAL:

Caretaker quarters.

Nursing Homes.

COMMERCIAL:

Appliance stores and repair services.

Assembly Halls.

Automobile and truck sales lots and leasing agencies.

Bakeries.

Barber and beauty shops.

Car washing.

Catering Services.

Department Stores.

Drugstores.

Florist shops/floral designers.

Funeral Homes.

Furniture stores.

Grocery stores.

Hardware stores.

Hospitals.

Laundries, Laundromats and dry cleaners.

Lumber and building supply, with storage under cover.

Machinery sales and services.

Newspaper and other printing establishments.

Personal Services.

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Retail Stores.

Pharmaceutical Center.

Professional and Business Offices.

Recreational Facility, Commercial.

Recreational Facility, Public.

Restaurant, except drive-in.

Shopping Center.

Technology Businesses.

Theatres, Indoor.

Veterinary hospitals.

Wearing-apparel stores.

Wireless Telecommunication Facilities.

INDUSTRIAL:

Contractor's offices, display rooms and storage.

Light Manufacturing.

ORGANIZATIONAL:

College or university, without living quarters.

Community Center.

Government Offices and Buildings.

Schools, adult instructional facilities only.

Churches.

Parks and Playgrounds.

Public utilities.

Public events.

Public garage.

Public transportation terminals.

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Public facilities.

Commuter Parking Facilities.

Fire and rescue squad stations.

Libraries.

Radio and television broadcasting stations, studios or offices.

Art galleries and museums.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Communal Garage.

Home occupations.

Open Space and Conservation Areas.

Parking lot.

Private Garage.

Signs.

Special childcare services.

B. *Special Use Permit*. The following uses are permitted within the MCD District only by approval of a special use permit or where specifically designated on an approved Concept Plan, except as prohibited or restricted by separate restrictions of record that may pertain to property within the MCD District:

RESIDENTIAL:

Multi-family.

Single-family attached or detached.

COMMERCIAL:

Automobile Repair.

Day Care and Day Care Facilities.

Motels, hotels, lodging and tourist homes.

Gasoline Sales.

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Restaurant, Drive-In.

INDUSTRIAL:

Distribution facilities.

Medium Industrial.

Mini-Storage Facility.

Wholesale and warehouse establishments.

ORGANIZATIONAL:

College or university, with living quarters.

Schools, other than adult instructional facilities.

MISCELLANEOUS:

(Ord. of 6-22-15)

C. *Prohibited*. The following uses are prohibited within the MCD, Mixed-Use Campus Development District.

INDUSTRIAL:

Data Centers.

175-55 ~~USES PERMITTED BY RIGHT (I-1)~~ USE REGULATIONS (I-1)

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

RESIDENTIAL:

Caretaker quarters.

COMMERCIAL:

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

Automobile garage (auto repair).

Automobile service stations (gas stations).

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

Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

(Ord. of 4-14-03; Ord. of 7-25-05; Ord. of 6-22-15)

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~~175-56 USES PERMITTED BY SPECIAL PERMIT (I-1)~~

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

RESIDENTIAL:

COMMERCIAL:

Assembly Halls.

Business Offices.

Clubs.

Barber and beauty shops.

Kennels.

Professional Offices.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

Technology Business.

INDUSTRIAL:

Medium Industrial.

ORGANIZATIONAL:

MISCELLANEOUS:

Any use permitted under Section 175-55, or specifically listed above under this subsection, that proposes to occupy a building or structure that exceeds the height requirements of Section 175-60, subject to the requirements of Section 175-136. Additional heights approved by a special use permit shall be required to increase the required setback and yard area requirements by an equivalent distance from each property line.

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

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Conservation Areas.

Mini-warehouses.

Parking Structures.

(Ord. of 1-27-03; Ord. of 4-14-03; Ord. of 9-26-05; Ord. of 7-28-08; Ord. of 7-23-12; Ord. of 6-22-15)

C. *Prohibited*. The following uses are prohibited with the I-1, Limited Industrial District.

INDUSTRIAL:

Data Centers.

175-56 – (Reserved)

175-65 USE REGULATIONS (I-2)

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

RESIDENTIAL:

Caretaker quarters.

COMMERCIAL:

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

Automobile garage (auto repair).

Automobile service stations (gas stations).

Business Offices.

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

Commuter parking facilities.

Contractor's offices, display rooms and storage.

Furniture stores.

Lumber and building supply.

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Professional Offices.

Technology Business.

Veterinary hospitals.

INDUSTRIAL:

Distribution facilities.

Light Manufacturing.

Woodworking and upholstery shop.

Wholesale.

ORGANIZATIONAL:

Laboratory, pharmaceutical and/or medical.

Schools.

MISCELLANEOUS:

Accessory uses, structures and buildings.

Home occupations.

Open Space.

Public facilities.

Public parks and playgrounds.

Public utilities.

Signs, as set forth in Section 175-106.

Special childcare services.

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

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

RESIDENTIAL:

COMMERCIAL:

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Airport (including heliports).

Assembly Halls.

Barber and beauty shops.

Catering Services.

Clubs.

Daycare and daycare facilities.

Kennels.

Recreation facility, commercial.

Restaurant, including drive-in restaurants.

Retail Stores.

INDUSTRIAL:

Automobile Graveyard.

Hazardous Material Storage.

Heavy Manufacturing.

Medium Manufacturing.

Scrap metal processing.

ORGANIZATIONAL:

MISCELLANEOUS:

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

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

Conservation Areas.

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Mini-warehouses.

Parking Structures.

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

C. Prohibited. The following uses are prohibited within the I-2, Industrial Employment District.

INDUSTRIAL:

Data Centers.

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