TOWN COUNCIL WORK SESSION

Tuesday, October 13, 2026 @ 7:00 PM

Town Hall 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 November 2, 2026, Regular Work Session

3. NEW BUSINESS

A. Grant Funding Through the Virginia Grid Reliability Improvement Program (VGRIP)

B. Deed of Easement from RSW REGIONAL JAIL AUTHORITY to the Town for 20' SANITARY SEWER EASEMENT for Town utilities over, upon, across, and under the Property, Tax Map No. 4-45D

C. Deed of Easement from N3M Land & Homes, LLC to the Town for 20' Wide Sanitary Sewer Easement for Town utilities over, upon, across, and under the Property, Lot 21, Block Q, Marlow's Subdivision, Tax Map No. 20A8-21-Q-21

D. Release of Restrictive Covenants – Tax Map Parcels 20A221-1, 20A221-1B, and 20A221-2A1

E. Joint Tourism Agreement

F. Town Hall Meeting Room

4. OLD BUSINESS

A. An ordinance to repeal and readopt Town Code 156-3 — Advisory Commission for Environmental Sustainability (ACES)

5. ADJOURN

WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 2.A.

Agenda Item: Resolution to cancel the November 2, 2026, Regular Work Session

Summary: Because of the anticipated lack of a quorum of Council necessary to conduct business on November 2, 2026 due to Election Day falling on November 3, 2026 and the desire of several members of Council to campaign for office ahead of the election and therefore being unavailable to attend the Regular Work Session, and to avoid inconvenience to the public, Council desires to cancel in advance the Regular Work Session of November 2, 2026.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: I move that Council approve the resolution cancelling the November 2, 2026 Regular Work Session as presented.

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

RESOLUTION
CANCELING REGULAR WORK SESSION
FOR NOVEMBER 2, 2026

WHEREAS, by Town Code §4-1(D), a Regular Work Session is to be held Monday, November 2, 2026; and,

WHEREAS, because of the anticipated lack of a quorum of Council necessary to conduct business due to Election Day falling on November 3, 2026 and the desire of several members of Council to campaign for office ahead of the election and therefore being unavailable to attend, all constituting unforeseen circumstances supporting cancellation of the meeting; and,

WHEREAS, to avoid the likelihood of not having a quorum present to conduct business, it is 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 November 2, 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: _____

DRAFT

WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.A.

Agenda Item: Grant Funding Through the Virginia Grid Reliability Improvement Program (VGRIP)

Summary: The Department of Energy Services has been awarded funding through the Virginia Grid Reliability Improvement Program (VGRIP) for five targeted improvement projects identified in the Town's Four-Year System Improvement Study. Collectively, these improvements will strengthen the Town's electric distribution system by enhancing reliability and resiliency, improving system capacity, and modernizing critical infrastructure.

VGRIP-funded projects include:

- North Royal Avenue Reconductor and Realignment
- Winchester Pike Reconductor and Upgrade
- Kendrick Transformer Load Balancing Improvements
- Southwest Town Switching Enhancements
- Sprint Circuit 4 Reliability Upgrade

Budget/Funding: The total estimated project cost is $348,575, funded through a combination of VGRIP grant funding and the Town's required cost share.

Project Funding

- VGRIP/Federal Funding: $233,750
- Required Town/State Match: $114,825
    - Town Contribution: $77,917
    - State Share to be Covered by the Town: $36,908

Total Project Cost: $348,575

Match Funding

- 9401-45407 – Repair & Maintenance: $72,508
- In-Kind Staff Time and Fringe Benefits: $42,317

Total Match: $114,825

Meetings: N/A

Proposed Motion: N/A

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

TOWN OF FRONT ROYAL

Town Managers Office
102 E. Main Street
Front Royal, VA 22630
540- 635-8007

Joe Petty
Town Manager

September 14, 2026

Virginia Department of Energy
1100 Bank Street
Richmond, Virginia 23219

Subject: Cost Share Commitment Letter for VGRIP Application – Round Three- Town of Front Royal

To Whom it May Concern,

This letter confirms that the Town of Front Royal, Virginia fully commits to supporting the Virginia Grid Reliability Improvement Program (VGRIP) application submitted by the Town's Energy Services Department for the projects titled:

North Royal Avenue Reconductor and Realignment
Winchester Pike Reconductor and Upgrade
Kendrick Transformer Load Balancing Improvements
Southwest Town Switching Enhancements
Sprint Circuit 4 Reliability Upgrade

As part of this project, we pledge a total cost-share contribution of $114,825 which satisfies the Town and State portion of the project's matching requirement. This contribution will be provided as:

- **Cash Contribution: $72,508** and
- **In-Kind Contribution: staff time and fringe benefits valued at $42,317**

These funds/resources are securely allocated for the operational scope of this project and will be delivered within the designated project timeframe.

The Town Contribution of $114,825 includes $77,917 designated in the grant as the Town contribution and the unfunded designated State share of $36,908. These and the Federal contribution of $233,750 are anticipated to bring the total funding and VGRIP project costs to $348,575.

Sincerely,

_____

Joe Petty
Town Manager

VGRIP Cost Share Calculator

Please read the instructions before using the calculator.

If you have any questions, please contact your Virginia Energy program manager.

1. Type in the Federal Share amount (Cell C6) and select the applicant category (Cell C7)
2. If your organization supplies more than 4,000,000 megawatt-hours of electricity per year, please select Large-Applicant, otherwise, please choose Small-Applicant
3. The participants' share in Cell C9 is the minimum required value, you have the flexibility to overmatch if needed to meet your organization's objectives
4. Your total obligation will display in Cell C11

VGRIP Cost Share Calculator

Applicant Input Criteria	**Federal Share**	**$**	**233,750.00**
	Applicant Type(Please select one)		**Small-Applicant**
Output Result	**Total Estimated Project Cost**	**$**	**348,574.56**
	Minimum Participant Share	**$**	**77,916.67**
	State Share	**$**	**36,907.89**
	Total Applicant Obligation	**$**	**114,824.56**

Data Dictionary

Virginia Energy Federal Award Share	**$**	**17,388,393.00**
Virginia Energy Administration (5% of Federal Award)	**$**	**869,419.65**
Virginia Energy Share (15% of total award)	**$**	**2,608,258.95**
Total available for Sub-Awards (Federal Share - Virginia Energy Administration)	**$**	**16,518,973.35**
Applicant share		
Large-Applicant	100% of sub-award	
Small-Applicant	one-third of sub-award	
Applicant share of Virginia Energy Share	**Sub-Award/Total Available for Sub-Awards * Virginia Energy Share**	
Applicant's Obligation	**Participants' Share + State Share**	

Cost Match Budget Categories

PLEASE READ!!!

1. A detailed breakdown of the cash or cash value of all cost match proposed must be provided in the table below. **All items in the chart below must be identified within the applicable cost category tabs a. through h.** Identify the source organization & amount of each cost match item proposed in the award.

2. The total cost match noted in tab i. Cost Match should be accounted for in the table below.

3. Please do not delete the list of categories.

Organization/Source	Type (Cash or In Kind)	Cost Match Description	Cost Match Budget Category	Total Project Cost Match
ABC Company **EXAMPLE!!!**	Cash	Project partner ABC Company will provide 20 PV modules for product development at the price of $680 per module	Personnel	**$13,600**
Front Royal Energy Staff	In Kind	Adminitsration and oversight of grant and projects	Personnel	**$31,549**
Front Royal Energy Staff	In Kind	Adminitsration and oversight of grant and projects	Fringe	**$10,768**
			Travel	
			Equipment	
Front Royal Budgetted Funds	Cash	Purchase of supplies required for construction	Supplies	**$35,600**
State Share	Cash	Construction Contractor	Contractual	**$36,908**
			Other	
			Indirect	
		Total Cost Match		**$114,825**

Additional Explanation (as needed):

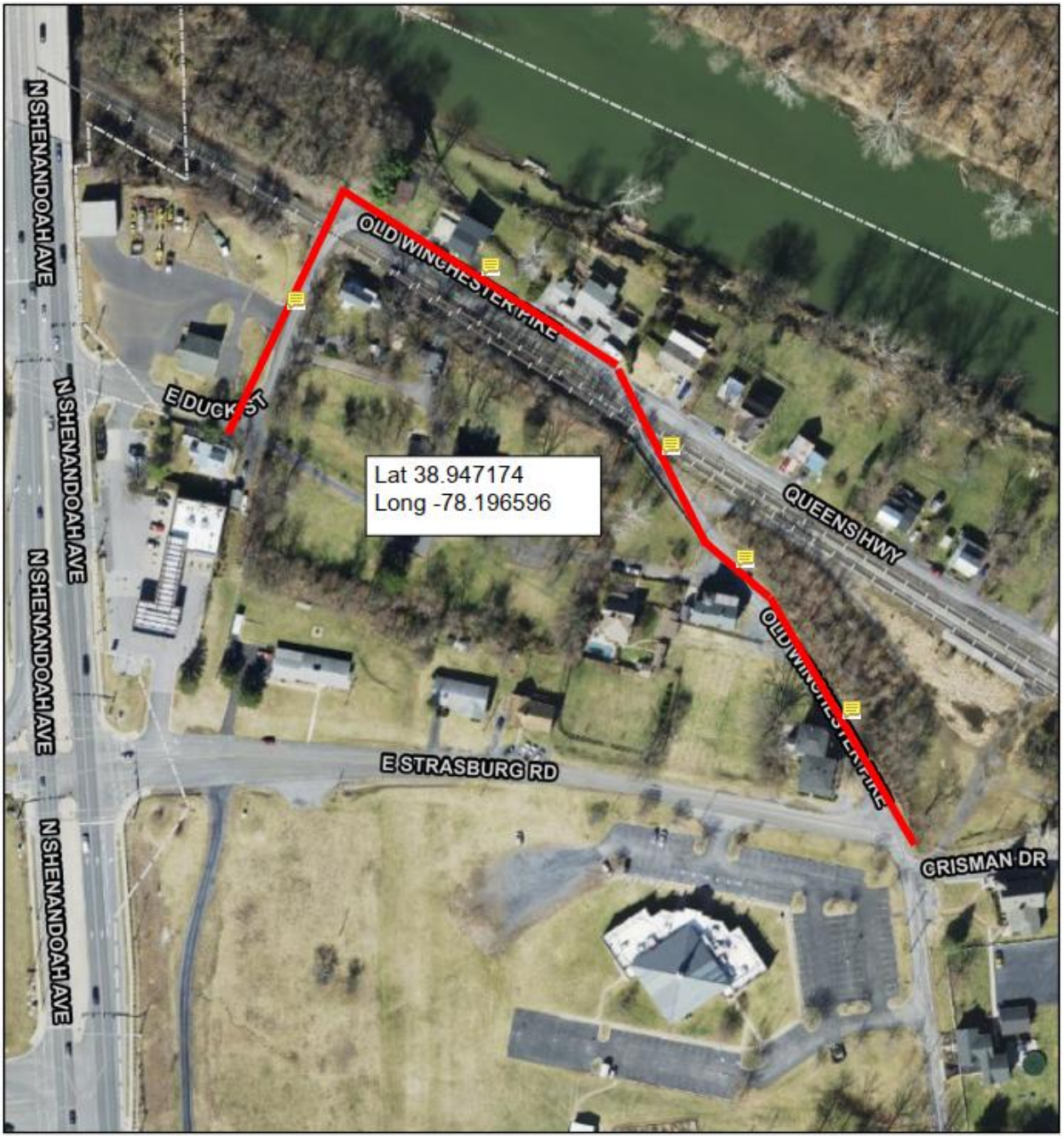
Reconductor and Realignment – North Royal Avenue

- Scope: Reconductor and realign approximately 1,800 feet of three-phase 336 kcmil overhead distribution behind the sidewalk
- Reliability Benefit: Reduced outage risk from vegetation and roadside impacts; improved public safety
- Estimated Cost: $135,000.00



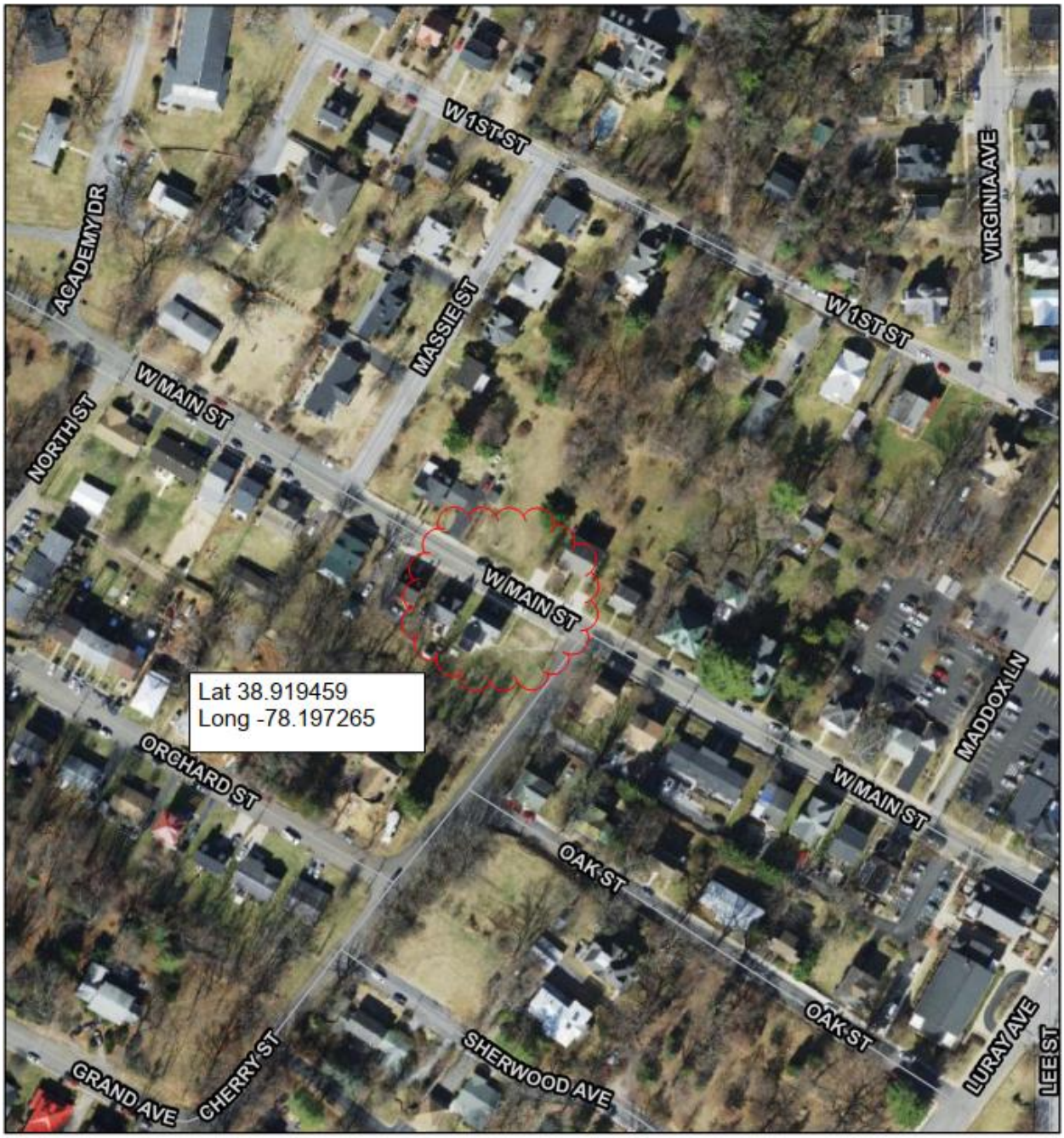
Reconductor and Upgrade – Winchester Pike

- Scope: Reconductor 1,500 feet of three-phase distribution; install gang switch for Riverton tie
- Reliability Benefit: Strengthened interconnection; improved load transfer
- Estimated Cost: $124,500.00



Kendrick Transformer Load Balancing Improvements

- Scope: Install switch at West Main St & Massie St; shift ~2,000 kW between Kendrick Transformers #1 and #2
- Reliability Benefit: Reduces transformer overload risk
- Estimated Cost: $7,500.00



Southwest Town Switching Enhancements

- Scope: Install new gang-operated switch on Kerfoot Ave near Luray Ave
- Reliability Benefit: Improved load transfer between circuits during station outages
- Estimated Cost: $7,500.00



Sprint Circuit 4 Reliability Upgrade

- Scope: Install switch between Short St and Commerce Ave
- Reliability Benefit: Prevents Transformer #1 overload; improves backup to Manassas Circuit 1
- Estimated Cost: $7,500.00



WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.B.

Agenda Item: Deed of Easement from RSW REGIONAL JAIL AUTHORITY to the Town for 20' SANITARY SEWER EASEMENT for Town utilities over, upon, across, and under the Property, Tax Map No. 4-45D

Summary: It is proposed that the Town accept, pursuant to Virginia Code § 15.2-1800, a 20' SANITARY SEWER EASEMENT for Town utilities over, upon, across, and under the Property, Tax Map No. 4-45D, for access to and maintenance of facilities to be constructed by **522 PROPERTIES, L.L.C.** and accepted by the Town for inclusion in the Town's sanitary sewer system. The proposed Deed of Easement, with plat attached, is provided for review.

Staff recommends that Council approve and accept the Deed of Easement, pursuant to Virginia Code § 15.2-1800, conveying a 20' SANITARY SEWER EASEMENT for Town utilities over, upon, across, and under the Property, owned by **522 PROPERTIES, L.L.C.,** Tax Map No. 4-45D, with the deed to be executed by the Mayor, accepting the deed on behalf of the Town.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: N/A

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

PREPARED BY:
Bryan H. Guidash, VSB No, 32844
Walsh, Colucci, Lubeley & Walsh P.C.
4310 Prince William Parkway, Suite 300
Prince William, VA 22192

Tax Map No. 4-45D

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

DEED OF EASEMENT

THIS DEED OF EASEMENT is made and entered into this _____ day of _____, 2026, by and between **RSW REGIONAL JAIL AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Grantor") (to be indexed as GRANTOR); **522 PROPERTIES, L.L.C.**, a Virginia limited liability company ("522 Properties") (to be indexed as GRANTEE); and the **TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia municipal corporation, whose address is Post Office Box 1560, Front Royal, Virginia, 22630 ("Town") (to be indexed as GRANTEE).

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land located in North River Magisterial District, Warren County, Virginia and identified with Tax Map No. 4-45D (the "Property"), having acquired the Property by special warranty deed recorded as Instrument Number 2010004418 among the land records of Warren County, Virginia, said Property being more particularly shown and depicted upon the plat attached hereto and made a part of this instrument as **Exhibit "A"**, entitled "Plat Showing Dedication of Sanitary Sewer and Temporary Construction Easement on the Property of RSW Regional Jail Authority Instrument 2010004418 North River Magisterial District, Warren County, Virginia", prepared by Groupe and dated February 24, 2026 (the "Plat"); and

WHEREAS, the Grantor wishes to grant and convey unto the Town a 20' permanent sanitary sewer easement and right-of-way for the installation and maintenance of sanitary sewer lines onto, over, and

through the aforesaid area, more particularly described as "20' SANITARY SEWER EASEMENT (HEREBY GRANTED)" as shown on the Plat, and as further described as 20' SAN. SEWER ESMT." as shown on sheet 22 of the site plan entitled "SANITARY SEWER PROFILE CROOKED RUN INDUSTRIAL NORTH RIVER MAGISTERIAL DISTRICT WARREN COUNTY, VIRGINIA" dated February 6, 2006, and prepared by Jamie Moore**,** Professional Engineer, Groupe (the "Sanitary Sewer Profile"), attached hereto and made a part of this instrument as **Exhibit "B"**; and

WHEREAS, the Grantor wishes to grant and convey unto the Town and 522 Properties temporary construction easements over, under, across, and through the aforesaid area, more particularly described as "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)" as shown on the Plat and the Sanitary Sewer Profile.

WITNESSETH:

That for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), cash in hand paid by the Town to the Grantor, the receipt of which is hereby acknowledged, the Grantor grants and conveys unto the Town, its successors and assigns, the following rights in the Property, to-wit:

The privilege, easement, and right-of-way in perpetuity to construct, lay, maintain, repair, inspect, improve, and operate within the easement and right-of-way of varying widths herein described and referred to, mains, works, and systems for the operation of utilities over, upon, across, and under the Property referred to as a "20' SANITARY SEWER ESMT. (HEREBY GRANTED)" and "20' SANITARY SEWER ESMT. (SEE SHEET 2)" as shown on Sheets 2 and 3 of the Plat.

This easement and right-of-way shall be for the construction, installation, inspection, repair, and maintenance of mains, works, and systems for the collection and transmission of sewage including, but not limited to, inlet structures, meters, manholes, and forcemains (herein "Facilities"), over, across, and under,

and through the Property, with the location and width of said easement and right-of-way as shown on the Plat and Site Layout Plan.

There is also hereby conveyed rights-of-way of ingress, egress, and access over, upon, and across the Property to the above-described easement for the purpose of allowing access to the Facilities located thereon by the employees, agents, and contractors of the Town.

The further terms and conditions of this grant are as follows:

a. That the Town may (but is not required to) trim, cut, remove, and keep clear all trees, limbs, undergrowth, and any other obstructions, within the said easement and right-of-way, that may in any manner, in the Town's sole judgment, endanger or interfere with the proper and efficient operation of the Facilities, and the Town shall have all such other rights and privileges as are reasonably necessary or convenient for the full enjoyment and use of the easement and right-of-way herein granted for the aforesaid purpose. Nothing contained herein shall be construed to require the Town to install, repair or maintain any portion of any sanitary sewer laterals providing utilities to any improvements located on the Property.

b. The granting of the easement and right-of-way herein described neither expressly or impliedly constitutes any payment, nor the waiver of any obligation for the payment, by the Grantor or its successors or assigns, or any cut-in fee or charge, tax, assessment or other charge or obligation whatsoever now due or heretofore due or hereafter to become due and payable to the Town or any person, firm or other corporation whatsoever.

c. That the Town will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the easement and right-of-way herein granted, and to promptly repair the said Property or reimburse the Grantor for any property damaged beyond repair.

d. That, if the Town does cut or fell any brush, undergrowth or trees, or should excavations be carried on pursuant to this easement and any large-sized rocks or boulders are unearthed and are not

buried in said excavation, such brush, undergrowth, trees, large-sized rocks and boulders shall, at the expense of the Town, be removed from the Property.

e. Once constructed and installed by 522 Properties to Town standards as determined by the Town, the Facilities shall become the property of the Town, and Grantor shall have no right, title, interest, estate or claim whatsoever in Facilities by virtue of the rights conveyed herein.

f. The easement is non-exclusive.

g. Facilities installed pursuant to this easement shall be underground, except for manhole and vault covers which shall be flush with adjacent grade except as is otherwise consistent with best practices or as shown on plans approved by Grantor.

h. Grantor retains the right to use the surface areas of such encumbered Property for any use not inconsistent with the rights granted to the Town.

i. Grantor reserves the right to require the Town to relocate its Facilities to another location on the affected Property, subject to the conveyance of a similar easement and right-of-way, all at the cost and expense of Grantor.

THIS DEED FURTHER WITNESSETH: That for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), cash in hand paid by the Town to the Grantor, the receipt of which is hereby acknowledged, the Grantor grants and conveys unto the Town, its successors and assigns, the following rights in the Property, to-wit:

The temporary privilege, easements, and rights-of-way for construction, grading, filling, removal of debris, removal or deposit of earth, and other activities relative to the construction of the Facilities on the property adjacent to the easements, referred to as "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)", with the location and width of said easements and rights-of-way as shown on Sheet 2 of the Plat and Sanitary Sewer Profile. These temporary construction easements shall terminate at

such time as the Town has accepted the Facilities constructed and installed within the property adjacent to said easements and all security for said construction and installation thereof has been released.

There is also hereby conveyed rights-of-way of ingress, egress, and access over, upon, and across the Property to the above-described easements for the purpose of allowing access by the employees, agents, and contractors of the Town.

THIS DEED FURTHER WITNESSETH: That for and in consideration of the sum of ONE AND 00/100 DOLLAR ($1.00), cash in hand paid by 522 Properties to the Grantor, the receipt of which is hereby acknowledged, the Grantor grants and conveys unto 522 Properties, its successors and assigns, the following rights in the Property, to-wit:

The temporary privilege, easements, and rights-of-way for construction, grading, filling, removal of debris, removal or deposit of earth, and other activities relative to the construction of the Facilities, referred to as a "TEMPORARY CONSTRUCTION ESMT. (HEREBY GRANTED)", with the location and width of said easements and rights-of-way as shown on Sheet 2 of the Plat and Sanitary Sewer Profile.

There is also hereby conveyed rights-of-way of ingress, egress, and access over, upon, and across the Property to the above-described temporary construction easements for the purpose of allowing access by the employees, agents, and contractors of 522 Properties.

The further terms and conditions of this grant are as follows:

a) 522 Properties will exercise reasonable care to protect the Property from damage or injury occasioned in the enjoyment of the temporary construction easements and rights-of-way herein granted, and to promptly repair any damage to the Property, including but not limited to the reseeding of disturbed areas, at 522 Properties' sole cost and expense.

b) These temporary construction easements and rights-of-way shall terminate at such time as the Town has accepted the Facilities constructed and installed by 522 Properties to Town standards as determined by the Town within the property adjacent to said easements and all security for said construction and installation thereof has been released.

[Signature Pages Follow]

WITNESS the following signatures and seals:

GRANTOR:

RSW REGIONAL JAIL AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, _____ of RSW Regional Jail Authority, a political subdivision of the Commonwealth of Virginia, personally appeared before me this _____ day of _____, 2026, and acknowledged that he/she is the _____ of RSW Regional Jail Authority, a political subdivision of the Commonwealth of Virginia, and that by authority duly given, he/she executed the foregoing instrument on behalf of RSW Regional Jail Authority, a political subdivision of the Commonwealth of Virginia, for the purposes stated in such instrument and he/she is personally known to me.

Given under my hand this _____ day of _____, 2026.

My commission expires: _____.

Notary Registration No.: _____

_____
NOTARY PUBLIC

_____
GRANTEE:

522 PROPERTIES, L.L.C.,
a Virginia limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that _____, _____ of 522 PROPERTIES, L.L.C., a Virginia limited liability company, personally appeared before me this _____ day of _____, 2026, and acknowledged that he/she is the _____ of 522 PROPERTIES, L.L.C., a Virginia limited liability company, and that by authority duly given, he/she executed the foregoing instrument on behalf of 522 PROPERTIES, L.L.C., a Virginia limited liability company, for the purposes stated in such instrument and he/she is personally known to me.

Given under my hand this _____ day of _____, 2026.

My commission expires: _____.

Notary Registration No.: _____

_____
NOTARY PUBLIC

The foregoing Deed of Easement is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town of Front Royal, by Resolution adopted by the Town Council on _____ _____, 2026.

WITNESS the following signatures and seals:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____ (SEAL)
LORI A. COCKRELL, MAYOR

ATTEST:

_____ (SEAL)
Clerk of Council
Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Lori A. Cockrell, Mayor of the Town of Front Royal, Virginia, whose name is signed to the foregoing Deed of Easement, dated the _____ day of _____, 2026, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2026.

My Commission Expires: _____.
Notary Registration No.: _____.

_____ (SEAL)
NOTARY PUBLIC

APPROVED AS TO FORM:

_____ (SEAL)
Town Attorney
Town of Front Royal, Virginia

5218250v1 / 13589-6

Exhibit "A"

Plat

See attached.

Exhibit "B"

Site Plan Layout

See attached.

NOTES:

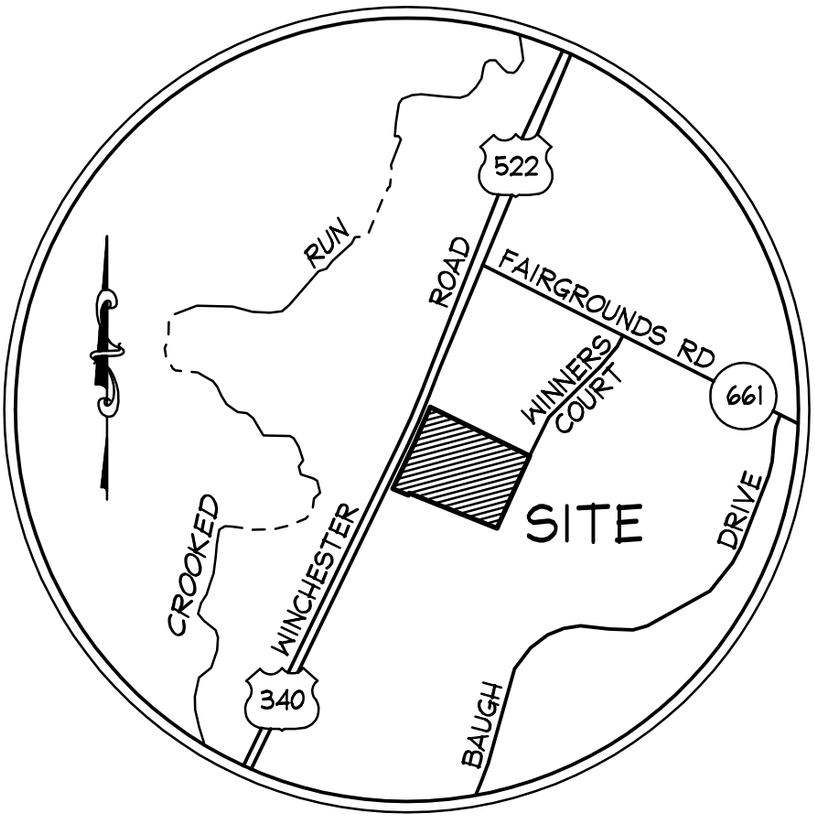
1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED AT TAX MAP 4-45D AND IS ZONED COMMERCIAL.
2. NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
3. THIS SURVEY IS BASED OFF A COMPILATION OF LAND RECORDS.
4. ADDRESS: 6601 WINCHESTER RD.
   FRONT ROYAL, VA 22630
5. OWNER: RSW REGIONAL JAIL
   6601 WINCHESTER RD.
   FRONT ROYAL, VA 22630

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S61°07'11"E	14.27'
L2	N29°39'35"E	33.34'
L3	S20°28'17"W	25.91'
L4	S61°07'11"E	15.81'
L5	S62°25'44"E	14.21'
L6	N62°25'44"W	15.40'
L7	N61°07'11"W	14.62'
L8	S61°07'11"E	13.92'
L9	S62°25'44"E	16.10'
L10	N62°25'44"W	17.01'
L11	N61°07'11"W	13.01'

CURVE TABLE:

CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD BEARING	CHORD
C1	11,508.16'	834.67'	4°09'20"	417.52'	N24°17'33"E	834.48'



VICINITY MAP
SCALE: 1"=2000'

COMMONWEALTH OF VIRGINIA
ADVANCE
STEVEN P. THELEN
Lic. No. 3660
COPY
LAND SURVEYOR

PLAT SHOWING
DEDICATION OF SANITARY SEWER
AND TEMPORARY CONSTRUCTION
EASEMENT
ON THE PROPERTY OF
RSW REGIONAL
JAIL AUTHORITY
INSTRUMENT 100004418
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

GROUPE
PLAN · SURVEY · ENGINEER · MANAGE
The Engineering Groupe, Inc.
GROUPE.COM | 703-670-0985

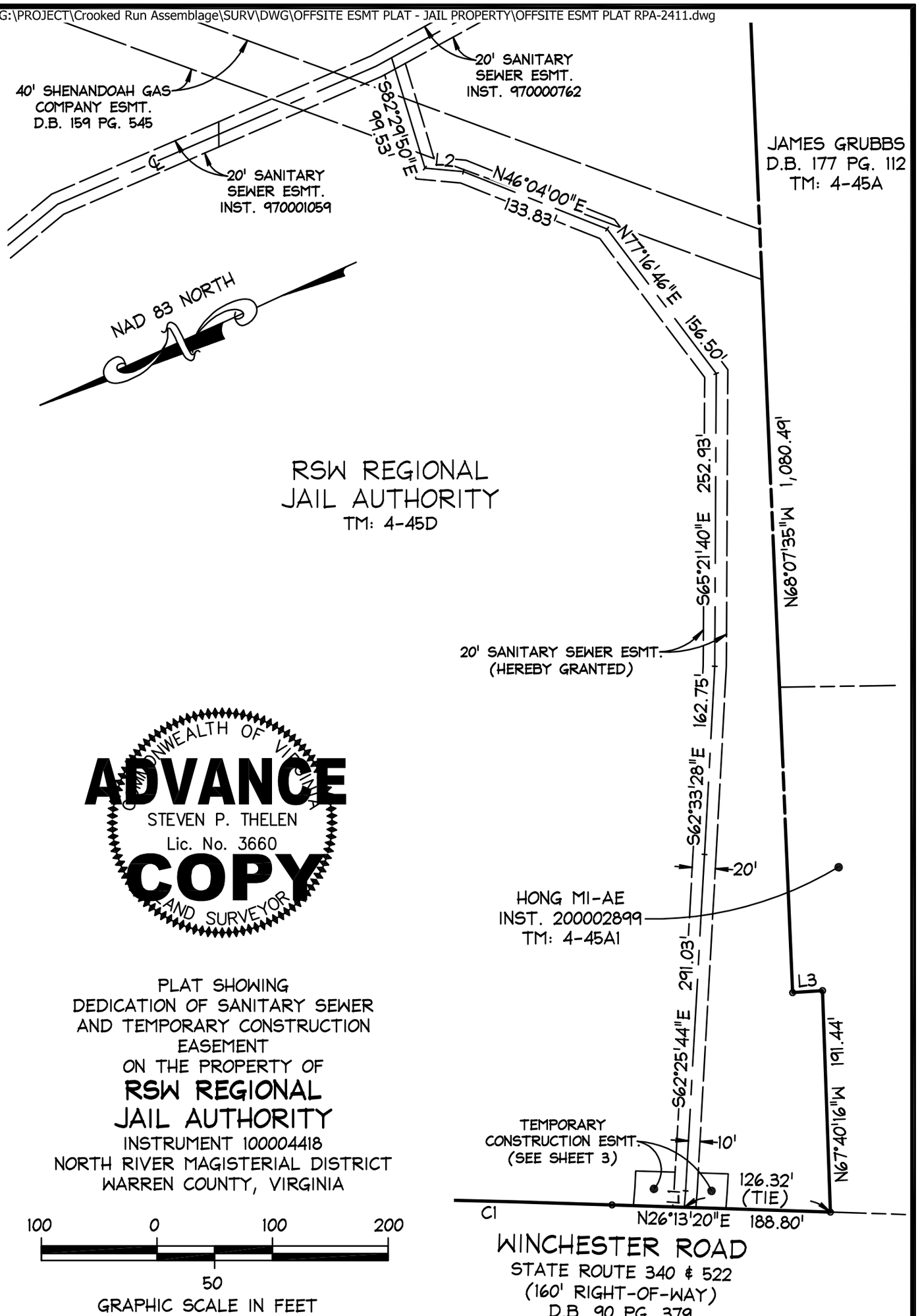
Central Office
13580 Groupe Drive,
Suite 200
Woodbridge, VA 22192

South Office
10333 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

NO TITLE REPORT FURNISHED	SCALE: 1"=100'	DATE: FEBRUARY 24, 2026	SHEET 1 OF 3

G:\PROJECT\Crooked Run Assemblage\SURV\DWG\OFFSITE ESMT PLAT - JAIL PROPERTY\OFFSITE ESMT PLAT RPA-2411.dwg



COMMONWEALTH OF VIRGINIA
ADVANCE
STEVEN P. THELEN
Lic. No. 3660
COPY
LAND SURVEYOR

PLAT SHOWING
DEDICATION OF SANITARY SEWER
AND TEMPORARY CONSTRUCTION
EASEMENT
ON THE PROPERTY OF
RSW REGIONAL
JAIL AUTHORITY
INSTRUMENT 100004418
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

100 0 100 200
50
GRAPHIC SCALE IN FEET

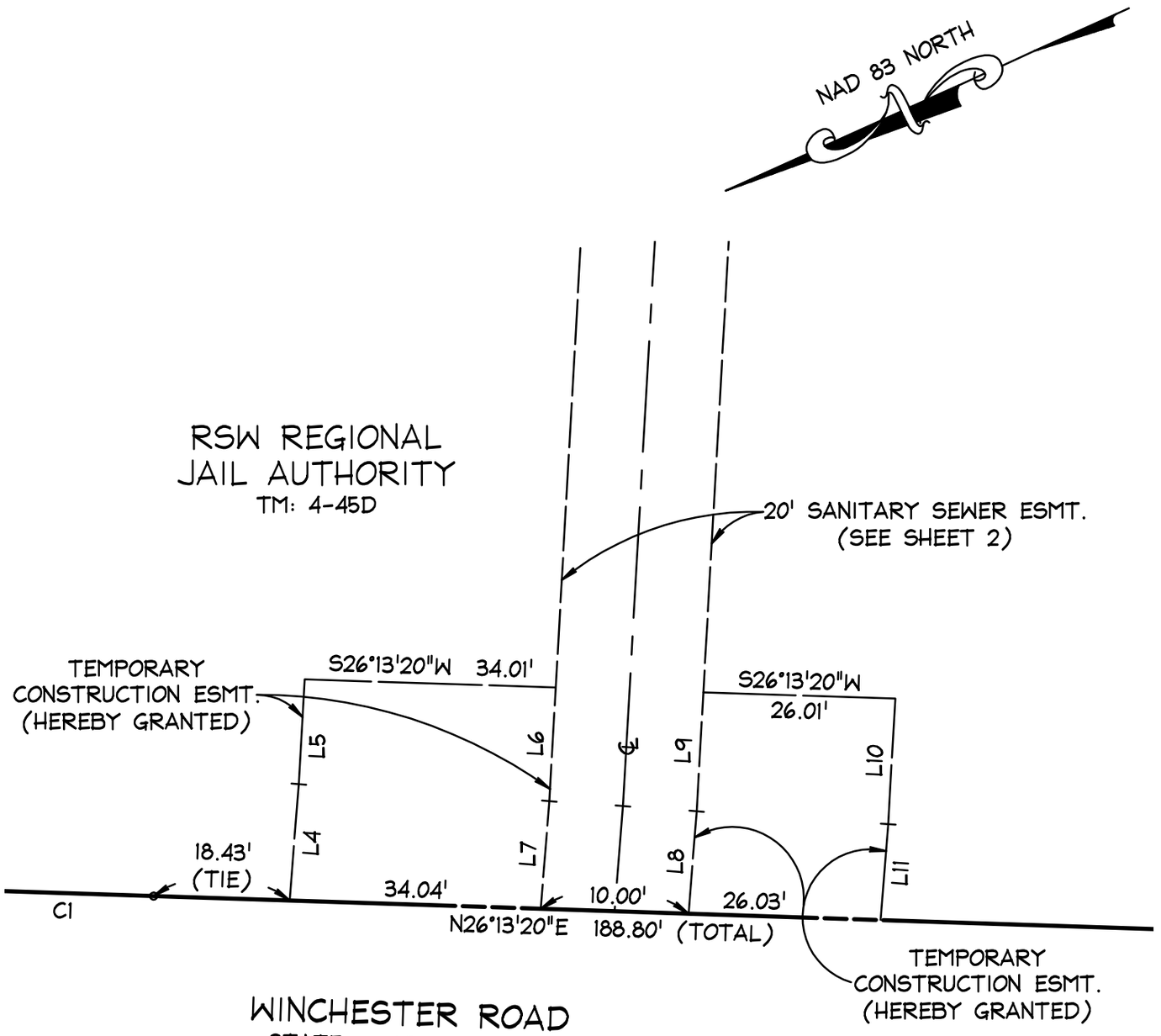
GROUPE
PLAN · SURVEY · ENGINEER · MANAGE
The Engineering Groupe, Inc.
GROUPE.COM | 703-670-0985

Central Office
13580 Groupe Drive,
Suite 200
Woodbridge, VA 22192

South Office
10333 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

NO TITLE REPORT FURNISHED	SCALE: 1"=100'	DATE: FEBRUARY 24, 2026	SHEET 2 OF 3



COMMONWEALTH OF VIRGINIA
ADVANCE
STEVEN P. THELEN
Lic. No. 3660
COPY
LAND SURVEYOR

20 0 20 40
10
GRAPHIC SCALE IN FEET

PLAT SHOWING
DEDICATION OF SANITARY SEWER
AND TEMPORARY CONSTRUCTION
EASEMENT
ON THE PROPERTY OF
RSW REGIONAL
JAIL AUTHORITY
INSTRUMENT 100004418
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

GROUPE
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The Engineering Groupe, Inc.
GROUPE.COM | 703-670-0985

Central Office
13580 Groupe Drive,
Suite 200
Woodbridge, VA 22192

South Office
10333 Southpoint Landing Blvd,
Suite 121
Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

NO TITLE REPORT FURNISHED	SCALE: 1"=20'	DATE: FEBRUARY 24, 2026	SHEET 3 OF 3

WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.C.

Agenda Item: Deed of Easement from N3M Land & Homes, LLC to the Town for 20' Wide Sanitary Sewer Easement for Town utilities over, upon, across, and under the Property, Lot 21, Block Q, Marlow's Subdivision, Tax Map No. 20A8-21-Q-21

Summary: It is proposed that the Town accept, pursuant to Virginia Code § 15.2-1800, a 20' Wide Sanitary Sewer Easement for Town utilities over, upon, across, and under the Property, Tax Map No. 20A8-21-Q-21, for access to and maintenance of facilities for inclusion in the Town's sanitary sewer system. The proposed Deed of Confirmation of Sanitary Sewer Easement, with plat attached, is provided for review.

Staff recommends that Council approve and accept the Deed of Confirmation of Sanitary Sewer Easement, pursuant to Virginia Code § 15.2-1800, conveying a 20' Wide Sanitary Sewer Easement for Town utilities over, upon, across, and under the Property, owned by N3M Land & Homes, LLC, Tax Map No. 20A8-21-Q-21, with the deed to be executed by the Mayor, accepting the deed on behalf of the Town.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: N/A

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

This Deed Confirmation of Easement prepared by Alfred L. White, Jr., Esquire, VSB #20805 @ 111 East Main Street, Front Royal, VA 22630
Title Insurance: Prepared without title exam or insurance
Return to: Struckmann, White & Wiseley PC,
NO CONSIDERATION

Tax Map # 20A8-21-Q-21

THIS DEED OF CONFIRMATION OF SANITARY SEWER EASEMENT is made and entered into this _____ day of _____2026 by and between **N3M LAND & HOMES, LLC,** a Virginia Limited Liability Company, to be indexed and referred to as GRANTOR, and the **TOWN OF FRONT ROYAL,** a Virginia Municipality, indexed and referred to as GRANTEE
GRANTOR ADDRESS: 25608 Creek Run Ter. Chantilly VA 20151
GRANTEE ADDRESSES: 102 Main St. Front Royal VA. 22630

WHEREAS, the Grantor is the owner of an unimproved parcel of land situate in the Town of Front Royal and the Shenandoah Magisterial District of Warren County Virginia, known and described as LOT TWENTY-ONE (21), BLOCK "Q" PLAT OF MARLOW'S SUBDIVISION, acquired by Deed dated 27 August 2025 of record as Instrument # 250003907 in land records of Warren County Virginia; and

WHEREAS, said property is bisected by an exiting sanitary sewer line, owned and serving the Town of Front Royal, situate where shown as "EXISTING SANITARY SEWER LINE" by Plat of Survey entitled

"SANITARY SEWER EASEMENT PLAT LOT 21,BLOCK Q, MARLOW'S SUBDIVISION" Dated February 19, 2026, prepared by Pioneer Land Surveys PLC, Preston M. Humphreys LS, a true copy of which is attached hereto and incorporated herein for recordation; and

WHEREAS, to the Grantor's and the Grantee's best information and belief, said sanitary sewer line was installed by agreement between the original developer of Marlow's Subdivision and the Town of Front Royal for the installation and maintenance of public utilities, without recordation of a specific easement for this portion of the public utilities.

THEREFORE, to establish the boundaries and terms of the easement for this sanitary sewer line, the Grantor and the Grantee hereby confirm as follows:

The Grantor, and its assigns, hereby grants and conveys unto the Grantee a perpetual easement, twenty feet (20') in width, for the maintenance, repair and replacement of the existing sanitary sewer line, said easement being situate over and across Lot 21 Block Q, Marlow's Subdivision where shown as **"20' WIDE SANITARY SEWER EASEMENT HEREBY GRANTED TO THE TOWN OF FRONT ROYAL"** on the attached plat of survey. Pursuant to this easement, the Town of Front Royal, its agents and contractors, shall have the right to enter upon the servient property within the boundaries of the easement for the purpose of inspecting, maintaining, repairing and replacing the existing sanitary sewer line as the Town of Front Royal

determines to be necessary. Upon completion of any maintenance, repair or replacement of the existing sanitary sewer line, the Town of Front Royal shall promptly restore the property by grading and seeding. The Grantor, and its assigns, shall not install or construct any improvements or plantings which impair or interfere with the use of the easement for its above stated purposes by the Town of Front Royal.

This Deed of Confirmation of Easement has been executed on behalf of the Grantor, N3M Land and Homes, LLC by its Manager and Member, Naveed M. Alam, pursuant its Articles, Operating Agreement and the Resolution of the Membership, and by the Town of Front Royal by its Manager and the Director of Planning & Zoning, pursuant to their authority under the Town of Front Royal Municipal Code.

Witness the following signatures and seals;

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT
The foregoing instrument was acknowledged before me this _____day of _____2026 by **Naveed m. Alam, Manager & Member, N3M Land & Homes, LLC**
My commission expires: 07/31/2029
My Notary I. D. Number is:00371640

_____
Grace Rottman
Notary Public

DEED OF CONFIRMATION OF SANITARY SEWER EASEMENT
LOT 21, BLOCK Q, MARLOW'S SUBDIVISION

_____
TOWN MANAGER

_____
TOWN DIRECTOR OF PLANNING & ZONING

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

The foregoing instrument was acknowledged before me this_____day of _____2026 by _____ **Town Manager** and _____**Town Director of Planning & Zoning .**

My commission expires: _____

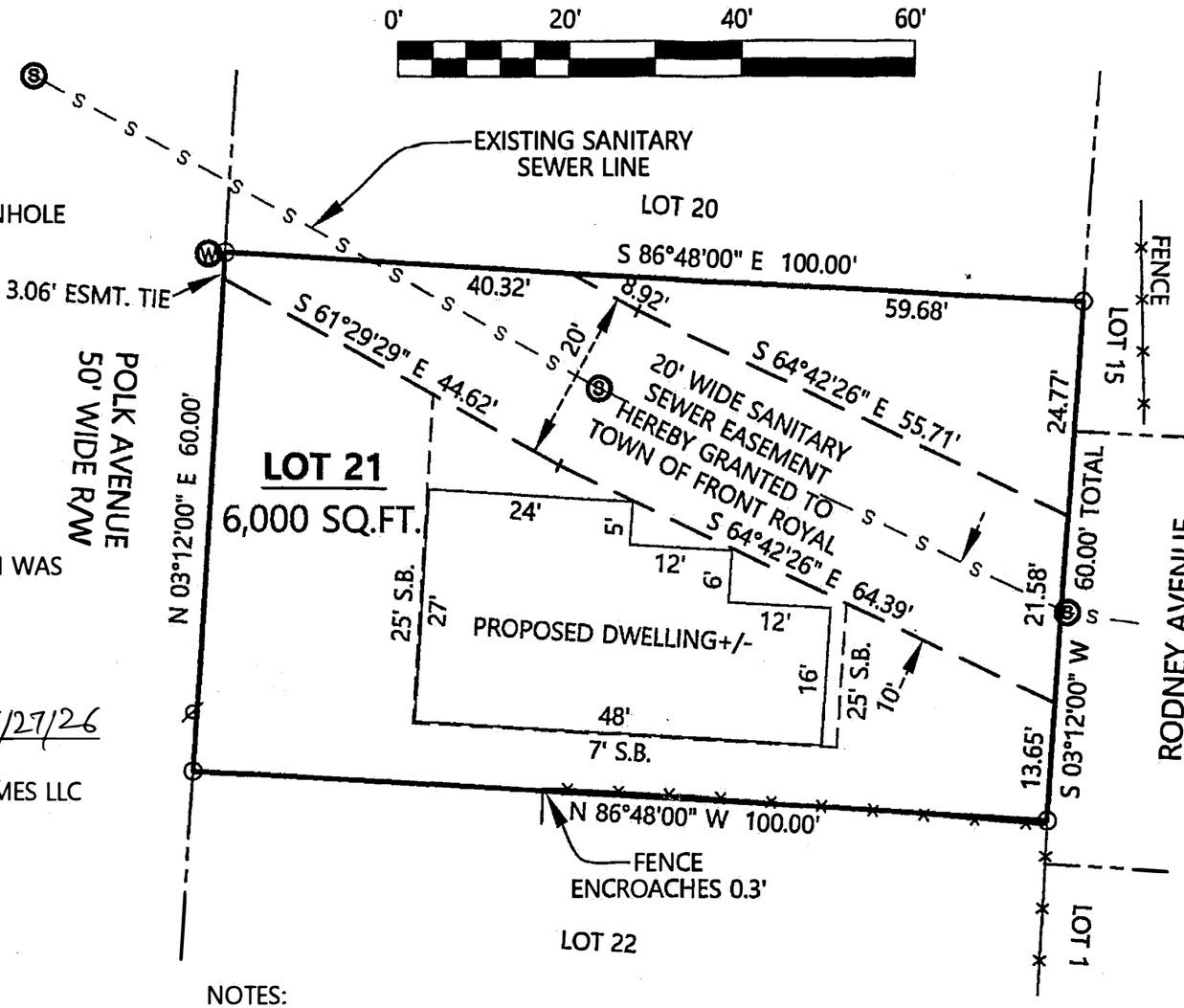
My Notary I. D. Number is:_____

_____
Notary Public

PLAT BK. 1 PG 149

LEGEND

- O = IRON REBAR FOUND
- Ⓦ = WATER METER
- ⌀ = UTILITY POLE
- Ⓢ = SANITARY SEWER MANHOLE



TOWN APPROVAL

_____ DATE_____
TOWN DIRECTOR OF PLANNING & ZONING

_____ DATE_____
TOWN MANAGER

COMMONWEALTH OF VIRGINIA
2/19/26
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR

OWNERS CONSENT:

THIS EASEMENT PLAT AS SHOWN HEREON WAS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

_____ DATE 7/27/26
NAVEED M. ALAM
MEMBER/MANAGER OF N3M LAND & HOMES LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE: VIRGINIA,
CITY/COUNTY: Loudoun to-wit:
Acknowledged before me this 27 day of July, 2026.
Notary Public's signature: _____

NOTARY SEAL:

TAYAB SYED MS.
NOTARY PUBLIC
REGISTRATION # 00336571
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2028

NOTES:
1. CURRENT OWNER: N3M LAND & HOMES LLC BY DEED DATED AUGUST 27, 2025 RECORDED AT INSTRUMENT #250003907.
2. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
3. NO TITLE REPORT WAS FURNISHED. THIS PROPERTY IS SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR ENCUMBRANCES THAT MAY NOT BE SHOWN HEREON.
4. TAX MAP NUMBER: 20A8-21-Q-21
5. ZONED: R-1A

SANITARY SEWER EASEMENT PLAT
LOT 21, BLOCK Q, MARLOW'S SUBDIVISION,
SHENANDOAH DISTRICT, TOWN OF FRONT ROYAL, WARREN COUNTY, VIRGINIA

SCALE: 1" = 20'	DATE: FEB. 19, 2026	DRAWN BY: PMH
JOB: W16-61A	PAPER SIZE: 8.5" X 14"	SHEET: 1 OF 1
OWNERS MAILING ADDRESS: 25608 CREEK RUN TER., CHANTILLY, VA 20152		
DRAWING FILE: LOT 21 POLK AVENUE ESMT R1.dwg		

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

WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.D.

Agenda Item: Release of Restrictive Covenants – Tax Map Parcels 20A221-1, 20A221-1B, and 20A221-2A1

Summary: Council is requested to consider approval of a Release of Restrictive Covenants between the Town and the Industrial Development Authority, which would release the restrictive covenants recorded against the properties in 2017. The properties would remain subject to all applicable Town zoning and subdivision requirements.

Budget/Funding: N/A

Meetings:

Proposed Motion: N/A

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

RELEASE OF RESTRICTIVE COVENANTS

THIS RELEASE OF RESTRICTIVE COVENANTS, is made this _____ day of _____, 2026, by **THE TOWN OF FRONT ROYAL, VIRGINIA,** a municipal corporation, hereinafter referred to as the "**Covenantee**", and **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FRONT ROYAL AND THE COUNTY OF WARREN, VIRGINIA,** hereinafter referred to as the "**Declarant"**.

WHEREAS, the Declarant is the owner of certain parcels of land situated in the Town of Front Royal, County of Warren, Virginia, Tax Identification Numbers 20A221-1, 20A221-1B, and 20A221-2A1 ("Properties"); and,

WHEREAS, Declarant executed a Declaration of Restrictive Covenants ("Declaration"), dated the 15th day of August, 2017, recorded in the Land Records of the Warren County Circuit Court on August 21, 2017 as Instrument Number 170004428; and,

WHEREAS, the Declaration placed certain covenants, rights, reservations, limitations and restrictions against the Properties in favor of the Covenantee; and,

WHEREAS, Covenantee desires to release Declarant of said restrictive covenants contained in the Declaration in favor of Covenantee.

NOW, THEREFORE,

WITNESSETH:

That for and in consideration of the sum of **ONE DOLLAR ($1.00)** and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Covenantee does hereby release and quitclaim unto Declarant restrictive covenants contained in the Declaration against the Properties, situated in the Town of Front Royal, County of Warren,

Virginia, Tax Identification Numbers 20A221-1, 20A221-1B, and 20A221-2A1. This release shall not be construed to release or exempt Declarant or except Properties from the application of the zoning and subdivision laws of the Town of Front Royal.

This Release of Restrictive Covenants was authorized upon a resolution approved by the Town Council of the Town of Front Royal, Virginia, in a regular meeting on the ____day of _____, 2026.

WITNESS the following signatures and seals:

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Lori A. Cockrell, Mayor

ATTEST:

_____
Hillary Wilfong,
Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Lori A. Cockrell, Mayor, and Hillary Wilfong, Clerk of Council, whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Release of Restrictive Covenants, have each this day personally appeared and acknowledged the same before me.

Given under my hand this ___ day of _____, 2026.

My commission expires :

_____
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WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.E.

Agenda Item: Joint Tourism Agreement

Summary: For review is the Draft Tourism Memorandum of Understanding between the Town of Front Royal and Warren County provided by the County on September 21, 2026.

The proposed MOU includes an execution deadline of November 1, 2026. The agreement is planned to be discussed at the upcoming Liaison Meeting.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: N/A

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

FRONT ROYAL – WARREN COUNTY JOINT TOURISM AGREEMENT

This Front Royal–Warren County Joint Tourism Agreement ("Agreement") is entered into by and between the Town of Front Royal, Virginia ("Town") and the County of Warren, Virginia ("County") (collectively, the "Parties", or individual, a “Party”)) on the date of final execution by all Parties (the “Effective Date”) for the purpose of establishing a collaborative framework for tourism promotion and development within the Front Royal–Warren County community.

ARTICLE I — PURPOSE

The Parties recognize that tourism represents a significant and growing driver of the local economy, and that continued success depends on clearly defined roles, coordinated planning, mutual accountability, and shared investment in both the promotion of existing assets and the development of new ones.

Since 1993, the Town has been primarily responsible for tourism promotion and the operation of the Visitor's Center. Following the County's 2017 increase of its Transient Occupancy Tax ("TOT") from two percent (2%) to five percent (5%), the Parties operated a jointly administered tourism marketing function from 2021 through 2023. Since July 1, 2023, the Town and County have administered separate tourism functions. The Parties now enter into this Agreement to establish a structured, accountable model for renewed collaboration.

The Parties agree that Destination Marketing and Destination Development are distinct but complementary functions, and that each Party is best positioned to lead the function most closely aligned with its existing capacity and authority.

A central goal of this Agreement is to establish a clear division of labor between the Parties, so that tourism-related functions are complementary rather than duplicative. This Agreement is not intended to create parallel or competing tourism management functions within the Town and County, and the Parties intend that staffing and programs be structured to avoid redundancy while allowing each Party the capacity needed to fulfill its own responsibilities under this Agreement.

ARTICLE II — DEFINITIONS

Destination Marketing

The coordinated effort to promote Front Royal and Warren County as a visitor destination, including Visitor Center operations, destination branding, digital and print advertising, social media, public relations, visitor guides, and cooperative marketing initiatives.

Destination Development

The planning, enhancement, and stewardship of tourism assets, attractions, and infrastructure that strengthen the long-term competitiveness of the destination, including tourism master planning, capital improvements, infrastructure, wayfinding, and tourism-related grant administration.

Countywide

Marketing funded with County dollars to represent the entire County destination, including attractions, lodging, outdoor recreation, agritourism, events and businesses outside town limits.

ARTICLE III — RESPONSIBILITIES

A. The Town shall serve as lead on Destination Marketing, including:

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- Operating and staffing the Visitor Center.
- Managing the "Discover Front Royal" brand, website, and social media.
- Maintaining Destination Marketing Organization designation and DMO grant support.
- Developing and executing marketing campaigns, advertising, and public relations.
- Inclusion of Town and County attractions and businesses in countywide advertising, content creation, cooperative marketing, material distribution, PR media relations, digital campaigns, geographic targeting.
- Providing marketing performance data (Visitor Center activity, website analytics, campaign performance) to the County.

B. The County shall serve as lead on Destination Development, including:

- Long-range destination and tourism infrastructure planning.
- Tourism-related capital improvements and grant administration.
- Coordination with the County's Economic Development Director on projects with long-term capital or economic development implications.
- Collection and reporting of countywide tourism performance data.

C. Shared.

- Both Parties shall collaborate in establishing annual tourism priorities and shall have equal access to tourism reports and data developed under this Agreement.
- Both Parties shall collaborate on stakeholder training, visitor guides and cooperative grants.

D. Non-Duplication of Effort.

Neither Party shall establish or fund a staff position, program, or contracted function whose primary purpose duplicates or replicates the lead responsibilities assigned to the other Party under this Article. This provision does not preclude either Party from maintaining staff necessary to fulfill its own responsibilities under this Article, from coordinating or liaising with the other Party's tourism functions, or from engaging staff whose responsibilities extend beyond tourism (such as economic development) and only partially intersect with tourism-related work.

ARTICLE IV — FUNDING

A. Tourism Budget.

The County's "Tourism Budget" shall be defined as the portion of Transient Occupancy Tax revenue collected above the two percent (2%) base rate for the prior fiscal year, as required to be designated and spent solely for tourism under Va. Code § 58.1-3819.A.2.

B. Allocation to the Town.

The County shall allocate $212,000 to the Town for Destination Marketing purposes, provided that the amount allocated in any fiscal year shall not exceed the Town's own budgeted appropriation for its tourism operations for that same fiscal year. The allocation shall be based upon the annual budgeted marketing proposal, available TOT revenue, demonstrated performance, budget appropriation, compliance with agreement. The allocation to the Town must be used for destination marketing expenditures as agreed upon during the budgeting process.

Any unspent County funds either:

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a) revert and be returned by the Town to the County at year-end; or

b) may be carried forward only with County approval for identified tourism purposes.

All allocated funds must be spent on expenditures as determined in the approved plan and budget.

C. Balance Retained by the County.

The balance of the Tourism Budget not allocated to the Town under this Article shall remain under the sole administration and discretion of the County for Destination Development purposes.

D. Annual Proposal Process.

Not later than October of each year, the Town shall submit to the County a written Annual Tourism Marketing Proposal, including: (1) a proposed line item budget designating the use of the allocated funds; (2) a summary of the prior year's marketing activities and performance indicators (Lodging performance (TOT tax revenue), TOT trends, website traffic, geographic reach, campaign impressions/engagement, visitor guide distribution (print and electronic), referrals to tourism partners, Earned Media, Co-operative campaigns, Google/Meta analytics, lead generation, ROI on advertising spend); and (3) proposed performance measures for the coming year. Following review, funds shall be disbursed quarterly upon the Town's submission of a quarterly invoice consistent with the approved proposal.

E. Quarterly Reporting.

The Town shall provide quarterly reports to the County detailing expenditures and progress against the approved performance measures.

ARTICLE V — MAINTENANCE OF EFFORT

Funding provided under this Agreement is intended to supplement, not replace, the Town's existing investment in tourism. Accordingly, the Town shall maintain, at a minimum:

- Its current tourism operating budget;
- Its current Visitor Center operating budget;
- Its current tourism staffing levels; and
- Its current Visitor Center operating hours. Seven days a week 9:00am to 5:00pm, closed certain holidays and other days.

County funding provided under this Agreement shall not be used as justification for reducing existing Town appropriations or staffing dedicated to tourism. Any proposed reduction below these baseline levels shall require the mutual written agreement of both governing bodies, following review and recommendation by the Committee established under Article VI.

ARTICLE VI — ADVISORY COMMITTEE

A Joint Tourism Advisory Committee ("Committee") is established, consisting of ten (10) members: one (1) member of the Board of Supervisors; one (1) member of Town Council; one (1) County staff member; one (1) Town staff member; and six (6) community members with tourism-industry experience, of whom three (3) shall be appointed by Town Council and three (3) shall be appointed by the Board of Supervisors. The community members should provide insight based upon different sectors in the tourism industry (lodging, outdoor recreation, attractions, history, culture, restaurants, retail, events, agritourism, marketing, etc.). The Committee shall meet on a monthly basis and members must attend

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75% of meetings either virtually or in person or they may be removed from the Committee by whichever locality appointed them.

The Committee shall serve in an advisory capacity only and shall possess no independent legislative or fiscal authority. The Committee shall provide its recommendations to both the Town Council and the Board of Supervisors, addressing both Destination Marketing activities led by the Town and Destination Development activities led by the County.

No tie-breaking mechanism is established for the Committee. The Parties acknowledge that this appointment structure may result in deadlock on certain votes, and that this Agreement may be amended under Article IX if either Party later determines a different structure is warranted.

All Committee meetings shall be open to the public.

ARTICLE VII — TERM AND WITHDRAWAL

If this Agreement is not executed by all parties by November 1, 2026 it shall be void and of no effect. This Agreement shall become effective upon the Effective Date, and shall remain in effect until June 30, 2027. Either Party may withdraw without cause upon not less than ninety (90) days' written notice. During the notice period, the Parties shall cooperate in good faith to ensure an orderly transition of responsibilities, funding, records, and ongoing initiatives.

ARTICLE VIII — ASSETS UPON TERMINATION

Upon termination of this Agreement, ownership of all assets, including but not limited to photographs and their licensing, videos, graphic design, research, visitor databases, contact lists, analytics, campaign data, tourism studies, maps, copywriting, creative work and marketing materials funded under this Agreement shall be shared between the Parties and each Party will receive a perpetual, royalty-free right to use the material. The Town shall remain sole owner of "Discover Front Royal" and its associated digital assets, including its website and social media accounts. The County shall remain sole owner of any capital projects it develops or constructs.

ARTICLE IX – FINANCIAL AUDIT

This Agreement requires the maintenance of all records supporting County-funded expenditures and provide the County reasonable access to invoices, contracts, campaign documentation and supporting financial records.

The County or its auditor has the right to examine records relating to County funds for a specified period – five years, subject to applicable record retention requirements.

ARTICLE X – FOIA

All records must be retained in accordance with Virginia FOIA/public-record requirements.

ARTICLE XI — AMENDMENTS

This Agreement may be amended only by written agreement approved by both the Front Royal Town Council and the Warren County Board of Supervisors.

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ARTICLE XII — GENERAL

Nothing in this Agreement creates a separate legal entity or limits the statutory authority of either governing body. Nothing in this Agreement shall prohibit either Party from undertaking activities within its governmental authority that may incidentally promote or increase tourism; provided, however, that neither Party shall establish a separate tourism program that materially duplicates the responsibilities assigned to the other Party under Article III without the written agreement of both Parties.

Appendix A: Annual Tourism Budget (Town)

Appendix B: Funding & Maintenance Baselines (TOT calculation, Town/County appropriations, staffing levels, Visitor Center hours)

Appendix C: Performance Measures (Deliverables, target audiences, campaigns, KPIs and reporting requirements

TOWN OF FRONT ROYAL, VIRGINIA

BY: _____
Joseph W. Petty, Town Manager

DATE: _____

WITNESS: _____

COUNTY OF WARREN, VIRGINIA

BY: _____
Jane E. Meadows, Interim County Attorney

DATE: _____

WITNESS: _____

APPROVED AS TO FORM:

BY: _____
Jason J. Ham, County Attorney

DATE: _____

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WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 3.F.

Agenda Item: Town Hall Meeting Room

Summary: Currently, Town Council uses Town Hall for work sessions and the Warren County Government Center for regular meetings. Due to scheduling, renovations, or convenience, there are meetings that may need to be moved.

Staff would like to discuss with Council future options regarding meeting space and technology needs for Town meetings.

Budget/Funding: N/A

Meetings: N/A

Proposed Motion: N/A

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

MEMORANDUM OF UNDERSTANDING
FOR USE OF BOARD MEETING ROOM

THIS MEMORANDUM OF UNDERSTANDING, made this 15th day of February, 2000, by and between **WARREN COUNTY**, hereinafter referred to as the "County", and the **TOWN OF FRONT ROYAL, VIRGINIA**, hereinafter referred to as "Town".

The County agrees to allow the Town and the Town agrees to use the Board Room within the County's Government Center (hereinafter "Board Room") as follows:

RENTAL PRICE: The rental price for the above-described use shall be ONE DOLLAR PER YEAR ($1.00/Yr.).

CONTRIBUTION OF EQUIPMENT: During cable television franchise negotiations, the County and the Town shall use their best efforts to get the franchise applicant to donate broadcast equipment as set forth in the study attached as Exhibit "A" prepared by Richard Hiett, Zion Productions for installation in the Board Room.

USE OF PREMISES: The County and the Town shall adopt a mutually agreeable schedule, and amend it from time to time, as appropriate, for use of the Board Room which is designed to accommodate the regular, irregular, and emergency meetings of each governing body and all agencies, bodies, committees, commissions, and boards of each governing body. The initial schedule of use is herein incorporated on Exhibit "B" to this Agreement.

The Town shall have access to the Board Room for governmental functions and activities as approved by the Town Council or Town Manager with reasonable notice to and approval by the County.

The County retains the right to determine who may use the Board Room when the Board Room is not being used by the County or the Town in accordance with Exhibit "B".

The Town is responsible for security of the building during its usage and for inspecting, securing, closing and locking of the premises upon end of usage.

COMMUNICATION EQUIPMENT AND FIXTURES: The Town shall have the right and ability to install and maintain data connections and electronic connections related to communications equipment and fixtures from the Board Room to Town Hall, or other Town facilities, at the Town's expense.

TERM OF AGREEMENT: At such time, if ever, either party decides to terminate its participation in this Agreement, it may do so with one (1) year's written notice to the other. Upon termination, all of the obligations under this agreement shall cease and thereupon. 1) The Town shall be allowed to remove any fixtures furnished by and installed at the Town's sole expense, provided the premises are put back to its original condition, reasonable wear and tear excepted, at the Town's expense; and 2) Television equipment furnished by a third party shall become the sole property of the County and the County shall reimburse the Town for one half (1/2) of such equipment's value adjusted for depreciation. For the purpose of this agreement, the equipment shall be deemed to depreciate twenty percent (20%) per year.

REPAIRS AND MAINTENANCE: The County shall, at its expense, maintain the Board Room and appurtenant areas necessary for its use and enjoyment. Provided the communications equipment is restricted to governmental uses, the Town and County shall jointly pay routine maintenance and repair costs of the electronic communications equipment necessitated by normal wear and tear, and shall also jointly pay the replacement costs and costs of mutually agreed upon upgrades to the electronic communications equipment.

SERVICES AND UTILITIES: The County hereby agrees to provide all service and utility expenditures.

INSURANCE: Both parties will maintain insurance to protect their respective shares in the room. Both parties shall name each other as additional insureds with respect to the use of the Board Room.

SIGNAGE: The Town shall have the right to temporarily install the Town logo, shield, or other identifying symbol on the center of the wall behind Council during Town functions unless some other arrangement is agreed to by the Town and the County to permanently display the County logo/shield and the Town logo/shield.

NOTICES: All written notices required by this Agreement shall be given to the Town Manager or County Administrator, as appropriate.

WITNESS the following signatures and seals.

COUNTY OF WARREN, VIRGINIA (SEAL)

BY: Stuart L. Rudacille
Hon. Stuart L. Rudacille, Chairman

ATTEST:

Janice C. Dearaway

Janice C. Dearaway, Deputy Clerk

TOWN OF FRONT ROYAL, VIRGINIA (SEAL)

BY: George E. Banks

Hon. George E. Banks, Mayor

Rhonda S. North

Rhonda S. North, C.M.C/A.A.E.,
Clerk of Council

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, Tammy T. Smelser, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Stuart Rudacille, Chairman of the Warren County Board of Supervisors, and Janice C. Dearaway, Deputy Clerk, whose names are signed on behalf of the County of Warren, Virginia, to the foregoing Memorandum of Understanding for Use of Board Meeting Room bearing the date of the 15th day of February, 2000, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this 18th day of February, 2000.

My commission expires on the 31st day of August, 2003.

Tammy T. Smelser
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

I, _____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that George E. Banks, Mayor, and Rhonda S. North, C.M.C./A.A.E., whose names are signed on behalf of the Town of Front Royal, Virginia, to the foregoing Memorandum of Understanding for Use of Board Meeting Room bearing the date of the _____ day of _____, 2000, have each this day personally appeared and acknowledged the same before me in my State and in the County aforesaid.

Given under my hand this _____ day of _____, 2000.

My commission expires on the _____ day of _____, _____.

_____
NOTARY PUBLIC

WORK SESSION Town Council

Meeting Date: October 13, 2026 Item #: 4.A.

Agenda Item: An ordinance to repeal and readopt Town Code 156-3 — Advisory Commission for Environmental Sustainability (ACES)

Summary: Town Council is being asked to review an ordinance to amend Town Code 156-3 governing the Advisory Commission for Environmental Sustainability (ACES). The proposed amendments reflect updates to the committee's composition, membership terms, and meeting schedule.

The key changes are as follows:

- At-Large Membership Expansion: Council appointed members increase from three (3) to six (6).
- Student Representative: Amended from a high school senior to a high school junior, with the appointment term extended from one (1) year to two (2) years.
- Meeting Schedule: regular meetings moved from the second Thursday of each month at 6:00 p.m. to the first Thursday of each month at 7:00 p.m.

These amendments are intended to strengthen ACES's capacity to fulfill its advisory role on matters of environmental stewardship, sustainability, urban forestry, and natural resource conservation.

Council may discuss any questions or concerns, then move forward with holding a public hearing on Monday, November 23, 2026, for the applicable ordinance amendment.

Budget/Funding: N/A

Meetings: October 5, 2026

Proposed Motion: N/A

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

AN ORDINANCE TO REPEAL AND READOPT TOWN CODE 156-3

ADVISORY COMMISSION FOR ENVIRONMENTAL SUSTAINABILITY (ACES)

156-3 ADVISORY COMMISSION FOR ENVIRONMENTAL SUSTAINABILITY (ACES)

~~A. The vision of the ACES shall include recommendations on:~~

- ~~Preservation, enhancement, management and protection of Front Royal's environment and natural resources.~~
- ~~Education, outreach, communications, and public awareness on the care of the Town's environmental assets.~~
- ~~Proposed amendments and variations to environmental and natural resources-related policies, regulations, ordinances, and plans.~~
- ~~Updates to the Town's Comprehensive Land-use Plan regarding sustainability and urban forestry planning.~~
- ~~Continue a sustainable community to include public art.~~
- ~~Maintaining recognition as a Tree City USA Town.~~
- ~~Coordinating with community organizations and volunteer groups to work on environmental projects.~~
- ~~Planning the annual Arbor Day ceremony.~~
- ~~Supporting and coordinating with farmers markets and small retailers that specialize in farm to table and healthy food choices.~~

~~B. The ACES shall further promote the following:~~

1. ~~The preservation and planting of trees in the development process to create a specified tree canopy cover pursuant to the authority granted in Code of Virginia, 1950, § 15.2-961, as amended and set forth herein.~~
2. ~~The planting, maintenance, and preservation of desirable trees to increase the tree canopy cover in the Town of Front Royal. A goal of this Chapter is to increase tree canopy cover from forty-one percent (41%) (2008) to forty-six percent (46%) by 2030.~~
3. ~~The protection of residents living in the community and visitors from personal injury and property damage, and the protection of the Town from property damage, caused or threatened by the improper planting, maintenance, or removal of trees located on public~~

property and private property proposed for land disturbance after adoption of this ordinance.

4. The reduction of erosion, sedimentation, stormwater runoff, and associated costs.
5. The protection and enhancement of property values, unique or significant landscapes, and aesthetic qualities in the Town for the enhancement of the overall environment and the quality of life.
6. The economic benefits of reduced energy use and wind resistance, which results from strategically planted trees shading homes, schools and businesses.
7. The environmental and social benefits related to the ability of trees and other vegetation to mitigate sound and light pollution and reduce sunlight and heat loss.
8. Assistance in improving air quality through the use of trees which filter the air by removing dust and other particulates. Trees also absorb carbon dioxide from the air and other air pollutants, such as ozone, carbon monoxide, and sulfur dioxide, and provide oxygen.
9. Filtering of water, reducing nutrients, stabilizing, and recharging the groundwater, slowing velocity of overland sheet flow, and up taking floodwaters through root systems.
10. The improvement of traffic safety by controlling sightlines and calming traffic.
11. The provision of areas for wildlife habitat.

C. An Advisory Committee for Environmental Sustainability (ACES) shall be established to perform the following duties:

1. Develop and monitor a Tree Canopy Cover Plan.
2. Provide advisory recommendations on matters related to the preservation, enhancement, management and protection of the Town's environment and natural resources through education, outreach, and communications.
3. Provide advisory recommendations regarding proposed amendments and variations to environmental and natural resources-related policies, regulations, ordinances, and plans.
4. Provide advisory recommendations pertaining to the Town's Comprehensive Land-Use Plan for the elements regarding an Environmental Sustainability Plan.
5. Support the efforts of other groups interested in environmental sustainability in Front Royal, including, but not limited to, Master Gardeners, Beautification of Front Royal Committee, and the Front Royal/Warren County Tree Stewards.

6. Provide expert advice as needed to the Town Manager or designee, Town Council, Town Staff and other Boards or Commissions of the Town.
7. Provide guidance regarding appropriate tree species for specific landscaping projects, including education regarding non-native invasive vegetation.
8. Upon request, review plantings, maintenance, and removal of trees and other vegetation on Town-owned public property, landscaping easements and rights-of-way.
9. Upon request, review and make recommendations to the Director of Planning regarding landscape plans related to subdivisions and/or developments. Except where authorized by the applicant, any subdivision or development application may not be delayed or denied solely because of a delay or lack or review by the ACES.

D. Establishment of the Advisory Committee for Environmental Sustainability (ACES).

1. *Composition and Appointment*. Town Council shall appoint five (5) volunteer committee members to the ACES who are committed to environmental protection programs and working to strengthen the sustainability of the Town's ecosystem. Committee members shall include one (1) Town employee who shall be the chairman, one (1) high school senior, and three (3) at-large residents. The three (3) at-large residents shall be appointed by Town Council. Each member shall be a resident of the Town of Front Royal or Warren County when appointed or selected. Residents of Warren County must own a business within the corporate limits of the Town of Front Royal. When a member ceases to be a resident of the Town, or if a resident of Warren County ceases to be owner of a business within the corporate limits of the Town or ceases to be a resident of Warren County, that member shall become immediately vacant, and a new member shall be appointed or selected for the remainder of the term. The ACES shall be made up of no fewer than five (5) members.
2. *Qualifications*. The ACES shall be made up of citizens with skills and an expressed interest in at least one (1) of the following areas:
    a. Urban Forestry;
    b. Landscaping;
    c. Arboriculture;
    d. Engineering or related field;
    e. Study of Interest;

f. Water Resources;

g. Natural Resources;

h. Solid Waste;

i. Sustainability;

j. Energy Conservation;

k. Artist.

3. *Terms of Office*.

a. The three (3) members of the ACES shall be appointed initially for the following terms: one (1) member for two (2) years, one (1) member for three (3) years and one (1) member for four (4) years. Subsequent appointments shall be for terms of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms. The Town employee member and high school senior shall be selected by the Town Manager or designee and serve terms as deemed by the Town Manager or designee.

b. Members may be re-appointed to serve consecutive terms as determined appropriate by the Town Council.

4. *Agenda, Minutes and Rules*.

a. The Committee shall adopt such rules and regulations as it may consider necessary.

b. The Committee shall prepare meeting agendas in advance of meetings and make available to the public prior to the start of the meeting. The Committee shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other such official actions, all of which shall be immediately filed in the office of the Committee and shall be a public record.

c. All meetings of the Committee shall be open to the public.

d. A quorum shall be at least three (3) members.

e. The Commission shall hold one (1) regular meeting every third month or as needed.

E. Authority for the ACES to Receive Donations and Apply for Grants.

1. All persons interested in an Environmental Sustainability Community in the Town are invited to make gifts, devises, and bequests to the Town to be used for that purpose. All donations of money shall be made through the Department of Finance, and it is hereby authorized and directed to receive such donations. All such monies shall be used only for the purpose of creating an Environmentally Sustainable Community in the Town. Expenditures from these donations shall be made by the Town Manager or designee as authorized, from time to time, by the Town Council.
2. The ACES may, with the consent of the Town Council, apply for federal, state, or private grants or funding, and/or assistance, and to aid in the performance of their duties.

F. Sharing of Information and Services. Upon request of the ACES with approval by the Town Manager or designee, the departments, boards, commissions, offices, and agencies of the Town government shall furnish to the Committee such available information and render such service as may be needed in the performance of their duties.

G. Designation of Heritage, Memorial or Specimen Trees. Designation of a Heritage, Memorial, or Street tree(s) are afforded recognition and protection by this ordinance. These trees, on either public or private property, have been recommended by the ACES for significant status designation. The process for designation includes submittal of a nomination application form to the Director of Planning documenting the subject tree's significance in age, size, location, aesthetics, historical association, species, and any other characteristic that justifies its uniqueness. The nomination is then forwarded to the ACES for review, unless otherwise submitted by the ACES. If the tree is recommended for designation by the ACES, the Town Manager or designee shall present the nomination to Town Council for consideration of significant designation status. Trees designated as heritage, memorial, or specimen trees have a significant designation status transferable with change in property ownership. In addition, such trees are afforded protection status by the Town and are discouraged from removal.

(Ord. of 1-28-19)

AN ORDINANCE TO REPEAL AND READOPT TOWN CODE 156-3

ADVISORY COMMISSION FOR ENVIRONMENTAL SUSTAINABILITY (ACES)

CHAPTER 156-3 - ADVISORY COMMISSION FOR ENVIRONMENTAL SUSTAINABILITY (ACES)

A. PURPOSE

The purpose of the Advisory Commission for Environmental Sustainability (ACES) is to advise the Town Council, Planning Commission, Town Manager, and Town Staff on matters relating to environmental stewardship, sustainability, urban forestry, and natural resource conservation. The Commission shall serve in an advisory capacity only and shall not exercise administrative or regulatory authority.

B. MEMBERSHIP AND TERMS

1. ACES shall consist of seven (7) volunteer members qualified by knowledge and experience, all of whom shall be residents in Town or Warren County, provided that at least one-half of the Council appointed members shall be owners of real property within the Town of Front Royal, Virginia. The Commission shall be made up as follows:
    a. Six (6) at-large members appointed by the Town Council, one of whom shall be elected annually to serve as Chair.
        i. Appointment shall be for terms of two (2) years each. The terms shall be staggered so that the term of no more than three (3) of the six (6) members shall expire in any given calendar year. Members may be reappointed to succeed themselves. Any vacancies shall be filled by appointment for the remainder of the unexpired term only.
    b. One (1) high school junior selected by the Town Manager.
        i. Appointment shall be for two (2) years from July 1 to June 30.
2. Four (4) members of ACES shall constitute a quorum of the Commission for the purposes of conducting its business.
3. Town Council should attempt to appoint individuals possessing education, professional experience, volunteer service, or demonstrated knowledge in one or more of the following disciplines:
    a. Agriculture

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b. Arboriculture

c. Engineering
d. Energy Conservation
e. Environmental Education
f. Environmental Science
g. Horticulture
h. Landscaping
i. Natural Resources
j. Sustainability
k. Urban Forestry
l. Water Resources

C. DUTIES AND LIMITATIONS

1. Develop and periodically review recommendations regarding the Town's Tree Canopy Cover Plan, Urban Forestry Program, and other environmental sustainability initiatives.
2. Provide advisory recommendations concerning Town-wide environmental policies, sustainability initiatives, urban forestry, tree preservation, invasive species management, and natural resource conservation.
3. Provide advisory recommendations regarding proposed amendments to environmental and natural resource-related policies, ordinances, regulations, and long-range planning documents, including applicable elements of the Comprehensive Plan.
4. Assist Town Staff with public education, outreach, Arbor Day activities, Tree City USA participation, and community environmental stewardship initiatives.
5. Support and coordinate with organizations engaged in environmental sustainability, including, but not limited to, Master Gardeners, Beautification of Front Royal Committee, Front Royal/Warren County Tree Stewards, educational institutions, and other community organizations.
6. Upon request, provide technical or educational recommendations to the Town Council, Planning Commission, Town Manager, and Town Staff regarding environmental sustainability and urban forestry initiatives.

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7. Develop and periodically update recommended tree species lists, invasive species guidance, and best management practices for voluntary use by Town Staff, developers, businesses, and residents.
8. ACES is established solely as an advisory body and shall not constitute regulatory requirements or conditions of approval unless subsequently adopted by ordinance or incorporated into the Town Code by the Town Council. The Commission shall have no authority to:
    a. Approve, deny, or condition any development application;
    b. Delay or interfere with the administration of the Town's zoning, subdivision, or development regulations; or,
    c. Exercise any authority delegated by the Code of Virginia to the Town Council, Planning Commission, Board of Zoning Appeals, Zoning Administrator, Director of Planning, Town Manager, or any other public official.

D. MEETINGS

1. ACES shall hold regular meetings on the first Thursday of each month at 7:00 p.m. at the Town Hall, 102 East Main Street, Front Royal, Virginia, unless canceled.
2. As a public body, all meetings of ACES shall be conducted in accordance with the provisions of the Virginia Freedom of Information Act.

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