# TOWN COUNCIL REGULAR MEETING

Monday, October 26, 2026 @ 7:00 PM

155 Westminster Drive - Auditorium

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or https://www.frontroyalva.com/673/Town-Hall-Live

**1. MOMENT OF SILENCE**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF MINUTES**

A. I move that Council approves the minutes of the September 28, 2026, Regular Meeting, and the October 5, 2026, and October 13, 2026, Work Sessions, as presented.

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

**6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS**

**7. PUBLIC HEARINGS**

A. FY27 Budget Amendment - Outstanding Purchase Orders

B. FY27 Budget Amendment for Riverton Sewer Lift Station

C. Special Use Permit Application to Allow Short-Term Rental at 35 N. Marshall Street

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

**8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS**

**9. REPORTS**

A. Report of Town Manager

B. Report of Councilmembers

C. Report of the Mayor

**10. CONSENT AGENDA ITEMS**

I move that Council approve the Consent Agenda Items, as presented.

A. FY27 Budget Amendment to Receive funds from Harrisonburg Electric Commission

B. FY27 Budget Amendment to Receive DMV Alcohol and Police Traffic Services Grant Funds

C. 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

D. 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

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

**11. BUSINESS ITEMS**

A. Resolution authorizing the issuance and sale of a general obligation and sewer revenue bond for the Riverton Sewer Lift Station Project

B. Bid Award - Riverton Sewer Lift Station Upgrade Project

**12. CLOSED MEETING**

A. Closed Meeting

**13. ADJOURN**

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

The meeting was called to order at approximately 7:00 p.m.
Moment of Silence
Pledge was led by Vice Mayor Veitenthal

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

## APPROVAL OF MINUTES

Councilman Ingram moved, seconded by Councilman Sealock, that Council approve the minutes of the August 24, 2026, Regular Meeting, September 8, 2026, Work Session as presented.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain–Wood **ROLL CALL:**

## ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS—

Vice Mayor Veitenthal moved, seconded by Councilman Rappaport to amend the agenda by adding 13. D. Purchase of Replacement Track Loader to New Business . The purchase was discussed at the Tuesday, September 8, 2026 Regular Meeting.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None **ROLL CALL:**

## RECOGNITIONS/AWARDS/REPORTS

**Flock Safety ALPR Camera Presentation:** Chief Brian Whited provided Council with an overview of the Front Royal Police Department's Flock Safety Automated License Plate Reader (ALPR) Camera Program. Chief Whited explained that the system is used as a vehicle-based investigative tool to capture license plate information, vehicle details, and time and location data to assist with public safety incidents and criminal investigations. The system is not facial recognition, does not continuously track vehicles, and does not conduct speed enforcement.

Chief Whited reviewed the six fixed camera locations within the Town, as well as the Department's policies regarding authorized use, required training, valid search reasons, human verification of alerts, and restrictions on personal use. Chief Whited also discussed the Department's seven-day maximum retention period for non-evidentiary data, monthly audits, supervisory review, and Flock's automated audit assistance tools. He reported 53 successful case outcomes involving Flock data since implementation in October 2024.
Council discussed the system's data retention period, interagency information sharing, camera locations, requirements

for verification of alerts and traffic stops, and safeguards and auditing procedures to prevent misuse. Council thanked Chief Whited and Major King for the presentation.

PUBLIC HEARINGS

Financing of Riverton Sewer Lift Station & Centrifuge Projects- Staff provided a summary of the proposed Virginia Water Facilities Revolving Fund financing for the Riverton Sewer Pump Station and Wastewater Treatment Plant Centrifuge projects. Staff advised that the Town was seeking authorization to advertise total financing of up to $12,223,000, consisting of $1,800,000 for the Riverton Sewer Pump Station and $10,423,000 for the Centrifuge Project, to provide flexibility based on final project costs and procurement.

A public hearing was held to receive public comment regarding the proposed financing. There being no speakers, the public hearing was closed.

Vice Mayor Veitenthal moved, seconded by Councilman Sealock that Council approves financing through the Virginia Water Facilities Revolving Fund in an amount not to exceed $12,223,000, consisting of up to $1,800,000 for the Riverton Sewer Pump Station Project and up to $10,423,000 for the Wastewater Treatment Plant Centrifuge Project, and authorize to proceed with the financing.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None ROLL CALL:

Ordinance Amendment- Zoning Administrator and Deputy Zoning Administrator Responsibilities- Ordinance Amendment- Town Council is requested to consider an Ordinance Amendment to Town Code § 175-147 regarding 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 and provides for one Deputy Zoning Administrator, appointed by the Town Manager. The proposed amendment would allow the Town Council or Town Manager to designate the Zoning Administrator and would allow for more than one Deputy Zoning Administrator. Planning and Zoning Director Ms. Kopishke presented the proposed amendment and stated that the current ordinance was last amended in 1999.

Mayor Cockrell opened and closed the public hearing. No one spoke during the public hearing.

Councilman Rappaport moved, seconded by Councilman Ingram, in furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code § 175-147 amending the provisions for the Zoning Administrator and Deputy Zoning Administrator, as presented.

Councilman Rappaport stated that he believed the proposed amendment would provide greater flexibility within the Planning and Zoning Department.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None ROLL CALL:

Ordinance Amendment – Define Outdoor Dining Area, Permit Outdoor Dining in C-1 and C-2 Districts, and Establish Performance Standards- Town Manager Mr. Petty presented the proposed ordinance amendment and stated that the

proposed revisions were discussed during previous work sessions. Mr. Petty explained that the proposed amendment would define outdoor dining as an accessory use to a lawful restaurant, café, or food establishment and would establish performance standards for such use. He noted that the proposed revisions would remove references limiting outdoor dining to specific zoning districts and would remove language requiring outdoor dining areas to be temporary, unattached, and easily removable. He stated that the proposed amendment would also clarify that outdoor dining must remain subordinate to the principal restaurant use, including a limitation that the outdoor dining area not exceed 50 percent of the restaurant's indoor dining floor area.

In response to Council questions, Mr. Petty clarified that the proposed ordinance would apply to outdoor dining located on private property. He stated that use of the public right-of-way would be subject to a separate approval process and would require authorization by Town Council. Mr. Petty further explained that the proposed standards are intended primarily to establish requirements for future outdoor dining applications and would not be intended to require existing businesses with previously approved outdoor dining areas to modify their current operations, absent a violation or other applicable requirement.

Council discussed the proposed performance standards, including requirements for separating outdoor dining areas from pedestrian and vehicular traffic and providing adequate trash receptacles. Staff stated that the proposed standards are intended to ensure that outdoor dining areas are maintained safely and that litter is contained.

Mayor Cockrell opened and closed the public hearing. No members of the public spoke.

Councilman Wood moved, seconded by Councilman Ingram, in furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that public necessity, convenience, general welfare, and good zoning practiced so require, I move that Council adopt zoning text amendments to Town Code §§175-3 and 175-118 to defined an outdoor dining area, permit outdoor dining as an accessory use, and establish performance standards for outdoor dining areas, as presented and amended.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None ROLL CALL:

## PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

There was no public comments.

## REPORTS

### Report of Council Members

Councilwoman DeDomenico-Payne reported attending ribbon cuttings for CSM Esthetics and the Warren County Heritage Society's Pocket Museum location, participating in walks of the Avtex property, and attending a Northern Shenandoah Valley Regional Commission meeting regarding regional water resources. She also discussed the importance of reducing light pollution and responsible lighting practices.

Councilman Rappaport reported attending the grand opening of CSM Esthetics and the Boots and Bourbon fundraiser for the Warren County Educational Endowment. He also noted that he received several resident concerns, and followed up on each one.

Councilman Wood reported attending the 25th Anniversary of September 11 remembrance ceremony at the Gazebo, the Salvation Army Board meeting, the Boots and Bourbon fundraiser benefiting the Warren County Educational Endowment, the Cars Changing Lives mystery dinner, and the St. Luke's fundraiser.

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Councilman Ingram reported that he plans to attend the Virginia Municipal League conference in Norfolk next month and noted that the conference provides an opportunity to learn how jurisdictions throughout the Commonwealth are addressing topics such as transportation and development.

Councilman Sealock reminded residents to use caution during the upcoming Festival of Leaves, particularly around intersections where officers will be directing traffic. He also reported that the Police Foundation and Fraternal Order of Police assisted with expenses related to retired K-9 Maverick's recent surgery.

Vice Mayor Veitenthal reported attending the ribbon cutting for the Warren Heritage Society's Pocket Museum on Main Street and encouraged the community to visit the new space. She also participated in the Town's annual audit process and attended the 25th Anniversary of September 11 remembrance ceremony.

**Report of the Mayor-** Mayor Cockrell reported attending the ribbon cutting for the Warren Heritage Society's Pocket Museum, the September 11 remembrance ceremony, and the ribbon cutting for CSM Esthetics and Blue Ridge Strength and Wellness. She also attended meetings regarding the Shenandoah Rail Trail project and noted that work continues toward advancing the project.

Mayor Cockrell reported participating in community events, including the Early Act Club, Young Life Golf Tournament, and retired teachers luncheon. She also participated in a BBC interview regarding Front Royal's April 30 visit by the King and noted that the interview will be included in a future documentary regarding the King's U.S. visit.
Mayor Cockrell concluded by recognizing the Dollars for Dolly campaign and proclamation.

CONSENT AGENDA ITEMS
Town of Front Royal Employee Handbook Update- Council approved the Town of Front Royal Employee Handbook updates, as presented.

Award of IFB #2-2026 Townwide Milling and Paving Projects- Council authorized the award of IFB #2-2026, Townwide Milling & Paving, to Chemung Contracting Corporation of Mitchells, Virginia, in the amount of $826,050.00, as presented.

IFB #7-2026 Curb and Gutter Installation Services- Council authorized the award of IFB #7-2026, Curb & Gutter Installation, to Arthur Construction Company, Inc., in the amount of $149,943.00.

Award of IFB #5-2026-Glycerin-- Council authorized the award of IFB #5-2026, 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.

FY 27 Budget Amendment and Award of Prospect Street Bridge Replacement Project- Council approved 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 authorize the award of the construction contract to WG Construction Company, Inc., in the amount of $959,096.00.

Appointment of Non-Elected Representative to the Northern Shenandoah Valley Regional Commission (NSVRC)- Council appoint Daniel Wells as the Town's non-elected representative to the Northern Shenandoah Valley Regional Commission (NSVRC) to fill the existing vacancy, to serve for the remainder of the current term expiring June 30, 2029.

Councilman Rappaport moved, seconded by Vice Mayor Veitenthal that Council approve the Consent Agenda as presented.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None

Absent– None
Abstain– None ROLL CALL

BUSINESS ITEMS

Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program- The program was initiated in 2025 with support from Warren County and currently includes 75 banners installed along Royal Avenue. The proposed MOU would establish a partnership under which the American Legion would manage banner applications, fees, and orders, while the Town would manage installation on Town-owned poles. The proposed program would allow for expansion to up to 150 banners.

Town Manager Mr. Petty presented the proposed MOU and noted that revisions discussed during the September 8 Town Council Work Session had been incorporated, including a Virginia Code reference regarding in-kind donations by localities, language providing for mutual approval of banner designs, language regarding maintaining affordable costs, and hold harmless provisions.

Mr. Bauer, Sergeant at Arms for American Legion Post 53, spoke in support of the proposed partnership and stated that the Post anticipates significant interest in expanding the program. He requested consideration of additional Town-owned light poles for banner installations, increasing the banner size from 18 by 30 inches to 20 by 40 inches, and including the veteran's rank on the banner. He stated that the Post anticipates a two-year agreement with a possible review after 18 months.
In response to Council questions, Mr. Petty stated that the MOU establishes the partnership but does not specify banner design, locations, or quantities, which would be addressed through coordination between the American Legion and the Town's Energy Services Department. Discussion also addressed the hardware required for additional banners. Mr. Bauer stated that the American Legion would seek donations from the Chamber of Commerce, local businesses, and other sources as needed to support the program.

Vice Mayor Veitenthal moved, seconded by Councilwoman DeDomenico-Payne that Council approve the Memorandum of Understanding (MOU) Between the Town of Front Royal and the American Legion for the Military Tribute Banner Program, as presented.

Vote: Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent–None
Abstain– None ROLL CALL:

Deed of Easement and Vacation of Existing 5-Foot Storm Drainage Easement – 4EVERHOMES LLC- Council is requested to consider acceptance, pursuant to Virginia Code § 15.2-1800, of a 20-foot storm drainage easement over, across, under, and upon portions of Tax Map Nos. 20A7-12-33 and 20A7-12-34 for access to and maintenance of storm drainage facilities to be constructed by 4EVERHOMES LLC and accepted by the Town as part of the Town's storm drainage system.

Mr. Sonnett explained that the proposed action would grant a new 20-foot storm drainage easement and vacate an existing five-foot storm sewer easement. He stated that the relocation of the existing storm drainage facilities is necessary to allow the property owner to create a buildable lot and would also benefit the Town, as the existing storm drainage facilities are not currently located within the existing five-foot platted easement.

Councilman Ingram moved, seconded by Vice Mayor Veitenthal that Council approve and accept the Deed of Storm Drainage Easement, pursuant to Virginia Code § 15.2-1800, conveying a 20' storm drainage easement to the Town over, across, under and upon portions of Tax Map Nos. 20A7-12-33 and 20A7-12-34, owned by 4EVERHOMES LLC, and conditionally vacating a 5' storm drainage easement, the deed to be executed by the Mayor on behalf of the Town.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent – None
Abstain– None **ROLL CALL:**

Proposed Extension of Moratorium on Data Center Applications- Council is requested to consider adoption of a Resolution extending the current temporary 90-day moratorium on the acceptance of land use applications for data center development within the Town of Front Royal for an additional 60 days.

Vice Mayor Veitenthal moved seconded by Councilwoman De Domenico-Payne that Council adopt the Resolution Extending the Temporary Sixty (60) Day Moratorium on the Acceptance of Data Center Land Use Applications for an additional ninety (90) days, as presented.

Vice Mayor Veitenthal withdrew her motion due to a clerical error in the motion.

Vice Mayor Veitenthal moved seconded by Councilwoman De Domenico-Payne that Council adopt the Resolution Extending the Temporary Ninety (90) Day Moratorium on the Acceptance of Data Center Land Use Applications for an additional sixty (60) days, as presented.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent – None
Abstain– None **ROLL CALL:**

Purchase of Replacement Track Loader- Public Works staff presented the proposed purchase and stated that two track loaders were evaluated. The Caterpillar 953 was recommended 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, 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.

Councilman Rappaport moved seconded by Councilman Wood that Council authorize the purchase of a Caterpillar 953 Track Loader from Carter Machinery Company, Inc., in the amount of $274,845.00, as presented.

**Vote:** Yes– Councilmembers Rappaport, DeDomenico-Payne, Ingram, Wood, Sealock, Vice Mayor Veitenthal
No– None
Absent – None
Abstain– None **ROLL CALL:**

The meeting adjourned at approximately 9:13pm

Approved by Town Council:

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

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Hillary Wilfong
Various members of the staff and public

**CLOSED MEETING** Vice Mayor Veitenthal moved seconded by Councilman Sealock that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, amendment of the Town zoning ordinance to define and regulate data centers.

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

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

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

## ACTION ITEM

Resolution supporting Downtown Front Royal, Inc.'s Application for Advancing Virginia Main Street (AVMS Designation) Ms. Lewis reported that Downtown Front Royal, Inc. had reached the third and final phase of the Virginia Main Street program, a process that had taken approximately two years. She explained that Downtown Front Royal, Inc. was now eligible to apply for Tier Three: Advancing Virginia Main Street (AVMS) designation through the Virginia Department of Housing and Community Development. As part of the approximately 13-page application and required attachments, an updated resolution of support from the Town Council was required.

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Ms. Lewis noted that the resolution also provided an opportunity to reinforce communication between Downtown Front Royal, Inc. and the Town regarding its ongoing work and accomplishments.

Council expressed support for the application and recognized the importance of the designation in helping the Town compete for state and national grant funding. Ms. Lewis clarified that the resolution supported the application but did not guarantee approval. She reported that Downtown Front Royal, Inc. had been meeting weekly for approximately six weeks to complete the application, with submission anticipated within approximately 10 days.

Mayor Cockrell also noted her recent participation in a community branding exercise and commented that advancing through the Virginia Main Street program would be a positive step for the community. In response to a question regarding the anticipated review period, Ms. Lewis stated that she did not know the specific timeline but noted that the previous application process had taken approximately two and a half months before an outcome was known.

Councilman Wood seconded by Vice Mayor Veitenthal that Council adopt the Resolution in support of Downtown Front Royal, Inc.'s application for Tier Three: Advancing Virginia Main Street (AVMS) Designation through the Virginia Department of Housing and Community Development's Virginia Main Street Community Revitalization Program, as presented.

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

## PRESENTATION

Ordinance Amendment-Cannabis Retail and Cannabis Processor/Manufacturer Uses and Performance Standards-

Mr. Ware presented the proposed text amendment to the Town Code related to retail cannabis and explained that the General Assembly had established a retail cannabis framework under which localities could not prohibit cannabis businesses, but retained zoning, land-use, and buffer authority. He reported that retail cannabis sales were anticipated to begin July 1, 2027, with license applications beginning February 1, 2027. He emphasized the importance of having the Town's zoning regulations in place before the state began accepting applications.

Mr. Ware explained that the Town could regulate the location and operation of cannabis businesses through zoning and land-use regulations, including establishing zoning districts, operational standards, and buffer requirements, but could not impose regulations that effectively prohibited the uses. He noted that the state had established a 1,000-foot buffer from schools, hospitals, and child day programs, as well as between retail marijuana stores and microbusinesses. The Planning Commission's initial recommendation was to maintain the 1,000-foot buffer and identify additional sensitive areas within the Town.

Mr. Ware reviewed the potential cannabis uses and the zoning districts in which each could be permitted. The proposed framework included cannabis dispensing facilities, five tiers of marijuana cultivation, marijuana microbusinesses, delivery operators, processing and testing facilities, transporters, pharmaceutical processors,

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and retail marijuana stores. The proposed zoning districts included C-1, C-3, I-1, I-2, and A-1, depending on the type and scale of the use.

Discussion focused on whether the various cannabis uses should be permitted by right or require a Special Use Permit (SUP). Mr. Ware explained that state law did not expressly require cannabis uses to be permitted by right, but that requiring an SUP for every cannabis use could create additional litigation risk if applications were denied based on generalized opposition rather than objective planning and safety criteria. He noted that the SUP process would, however, provide additional oversight and an opportunity to consider site-specific conditions.

Council discussed the proposed buffer areas and the definition of additional "sensitive areas," including lodging houses and other facilities serving vulnerable or sensitive populations. Council members also discussed whether agricultural zoning should accommodate additional cannabis cultivation tiers and whether the MCD district should be included among the permitted zoning districts.

Mr. Ware further reviewed the proposed state licensing structure, including the anticipated statewide cap of 350 retail cannabis licenses and the different licensing requirements for cultivation, processing, retail, transportation, testing, and other cannabis-related uses. He noted that several aspects of the state framework remained subject to further development by the Commonwealth.

Mr. Ware stated that the Planning Commission had been working on the proposed regulations and requested informal direction from Council regarding the proposed zoning districts, whether uses should be permitted by right or by SUP, and the identification of sensitive areas. He explained that the Planning Commission would continue working on the draft text amendment and anticipated holding a public hearing in November, which would allow Council time in December and January to consider adoption before the February 1, 2027, state application deadline.

Following discussion, Council expressed informal consensus in support of the Planning Commission and staff's recommendation that the proposed cannabis uses require a Special Use Permit. Council also provided feedback regarding sensitive areas and the potential inclusion of additional locations or zoning districts

## NEW BUSINESS

FY27 Budget Amendment- Outstanding Purchases- Mr. Wilson presented a proposed FY2027 budget amendment to carry forward unpaid purchase order balances from FY2026 for projects that remain in progress under contract, or are being reserved for future use. He also requested the reallocation of $244,500 from the Shenandoah Avenue Street Project to the Criser Road Sidewalk Project and $182,000 from the Dewatering Preliminary Engineering Report to the final construction of the centrifuge.

Mr. Wilson noted that additional reallocations may be presented to Council once final centrifuge project costs are known. As the proposed amendment exceeds one percent of the originally adopted budget, a public hearing will be required. Council had no objections to scheduling the public hearing for the October 26, 2026, meeting.

FY27 Budget Amendment to Receive funds from Harrisonburg Electric Commission- Mr. Wilson presented a request to appropriate $10,609 in funds related to Department of Energy Services personnel assisting the

Harrisonburg Electric Commission. The item does not require a public hearing and was recommended for placement on October 26, 2026, Consent Agenda. Council had no objections.

FY27 Budget Amendment for Riverton Sewer Lift Station- Mr. Wilson presented a proposed FY2027 budget amendment in the amount of $1,800,000 to receive Virginia Resource Authority financing for the Riverton Sewer Lift Station. He explained that the funds would provide for the project, including contingency funds, should the financing and project award be approved.

As the proposed amendment exceeds one percent of the FY2027 Adopted Budget, a public hearing is required. Council had no objections to scheduling the public hearing for the October 26, 2026, meeting.

Resolution authorizing the issuance and sale of a general obligation and sewer revenue bond for the Riverton Sewer Lift Station- Mr. Wilson presented a resolution authorizing the issuance and sale of general obligation and sewer revenue bonds in an amount not to exceed $1,800,000 for the Riverton Lift Station Project. He explained that the financing would be for a 25-year term with an estimated interest rate of 3.3%, with the final rate established approximately one month prior to loan closing. The resolution establishes a maximum interest rate of 5%.

Mr. Wilson noted that the financing, construction contract, and FY2027 budget amendment were presented as separate items due to the funding requirements associated with the project. He also noted that the financing is required to close by November 30, 2026.

Council had no objections to placing the item on October 26, 2026 Business Agenda.

Bid Award- Riverton Sewer Lift Station Upgrade Project- Mr. Wilson presented a request to award the Riverton Sewer Lift Station Upgrade Project to CPP Construction Company, Inc., of Gaithersburg, Maryland, in the amount of $1,694,000. He noted that three bids were received at the August 19, 2026, public bid opening and that the bids were reviewed by the Virginia Department of Environmental Quality, the Town, and Potesta Engineering. Staff also completed reference checks for the recommended contractor, which has not previously performed work for the Town.

The item was recommended for placement on October 26, 2026 Business Agenda in conjunction with the related financing and FY2027 budget amendment items.

FY27 Budget Amendment to Receive DMV Alcohol and Police Traffic Services Grant Funds- Chief Whited presented a proposed FY2027 budget amendment in the amount of $36,849.60 to receive DMV grant funds for enhanced alcohol and speed enforcement efforts. He explained that the funds will support officer overtime and the purchase of enforcement equipment, including radar units, preliminary breath test devices, and a traffic data collection device. The new traffic data collector will allow the Police Department to collect speed and traffic volume data without displaying speeds to motorists.

Staff clarified that the grant funds reimburse eligible overtime and equipment costs and that the associated overtime has already been included in the existing budget and agreed to place this on the October 26, 2026 Consent Agenda.

Special Use Permit Application to Allow Short-Term Rental at 35 N. Marshall Street- Mr. Ware presented a Special Use Permit application submitted by Tyler Reaves to allow a short-term rental at 35 N. Marshall Street, Tax Map 20A9-2-3-1, which is zoned R-1, Residential District. He noted that the Planning Commission reviewed the application and recommended approval without conditions. The property will not be owner-occupied and includes parking accessed from the adjacent alley.

Council discussed the application and had no additional questions or concerns and agreed to place this on the Agenda for Public Hearing on October 26, 2026.

An ordinance to repeal and readopt Town Code 156-3- Advisory Commission for Environmental Sustainability (ACES)- Mr. Petty presented the proposed amendments to Town Code §156-3 governing the Advisory Commission for Environmental Sustainability (ACES). He explained that the proposed changes would expand the Commission from three Council-appointed members to six, in addition to a student representative; change the student representative from a high school senior to a junior and extend the term from one year to two years; and change the regular meeting time from the second Thursday of each month at 6:00 p.m. to the first Thursday at 7:00 p.m.
Mr. Petty further explained that the proposed amendments were intended to strengthen ACES and provide greater flexibility in defining its goals and initiatives. He noted that specific projects and initiatives currently identified in the Town Code, such as farmers markets, tree goals, arts, and trails, could instead be addressed through an ACES strategic plan so that the Commission could adapt its priorities over time. He stated that ACES could provide professional and technical recommendations regarding environmental considerations associated with projects and applications, while not having authority to approve or deny applications or interfere with established zoning and development timelines.

Council discussed the Commission's role as an advisory body and whether the proposed language appropriately reflected ACES's ability to provide recommendations directly to Town Council, the Planning Commission, the Town Manager, and staff. Vice Mayor Veitenthal expressed concern regarding language in the draft ordinance that appeared to limit ACES's ability to provide recommendations concerning matters within its area of expertise. She emphasized that ACES members have significant professional and educational experience in environmental sustainability and that their role as an advisory commission should allow them to provide information and recommendations to Council for consideration. She also expressed concern regarding communications previously provided to ACES members concerning the scope of their role and emphasized the importance of providing the Commission with clear and consistent direction.

Council discussed the distinction between providing advisory recommendations and exercising regulatory or administrative authority. It was noted that ACES would not have authority to approve or deny development applications but could provide environmental and sustainability-related comments or recommendations for consideration by the appropriate decision-making bodies.

Mr. Petty explained that staff was working toward establishing an internal process for engaging ACES when applications or projects may have significant environmental considerations. Under the proposed process, staff could identify matters for ACES review while also providing the Commission with information regarding upcoming projects so that ACES could identify matters it believed warranted review. Recommendations from ACES could then be provided to the appropriate body for consideration.

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Council also discussed the Commission's meeting requirements, quorum, use of Town email addresses, meeting location and technology, and the importance of ensuring that ACES members receive consistent guidance regarding their advisory role and whom they advise.

Following discussion, Council agreed to defer consideration of the ordinance amendment to the next work session to allow Council and staff additional time to review the revised draft and further clarify the Commission's role and procedures.

Liaison Committee Meeting Items for October 15, 2026

Mr. Petty reviewed the proposed agenda items for the Liaison Committee Meeting scheduled for Thursday, October 15, 2026, noting that the meeting will be held at Town Hall due to ongoing work at the Warren County Government Center. The suggested discussion items include Tourism, McKay Springs, a reassessment update, and an economic development update.

Regarding Tourism, Mayor Cockrell noted that the Town Council would be discussing the proposed Tourism Memorandum of Understanding at its upcoming meeting and encouraged Council members to review the document in advance. She stated that the Tourism MOU would likely be a significant topic of discussion at the Liaison Committee meeting, particularly given the County's request for a response by November 1.

Council discussed the proposed discussion regarding McKay Springs and the recent presentation made by the Battlefield Foundation to the Warren County Board of Supervisors. It was noted that the Town Council had previously expressed interest in meeting with the Battlefield Foundation directly, but that meeting had not yet occurred. Council agreed that it would be beneficial to hear the Battlefield Foundation's presentation and discuss the matter before drawing conclusions based on the County's response.

Council was invited to suggest any additional topics for the Liaison Committee agenda. It was noted that any additional items should be submitted by Friday, October 9, 2026. Mayor Cockrell also discussed Council representation at the meeting and suggested that Councilman Wood attend, given his service on the Tourism Committee and the anticipated discussion regarding the Tourism MOU.

## OLD BUSINESS

An Ordinance Amendment to Town Code 175 Regarding Data Center Definitions and Zoning District Regulations-

Mr. Petty provided an update regarding the proposed zoning text amendment concerning data centers. He explained that, based on recent legal guidance, the Town is required to hold a public hearing on the zoning amendment recommended by the Planning Commission. The public hearing will provide an opportunity for public comment on the proposed amendment, after which Council may make changes or take further action as appropriate.

Mayor Cockrell asked whether Council had any objections to scheduling the public hearing for Monday, October 26, 2026. Council agreed.

Mayor Cockrell noted that the October 26 meeting will need to be held at an alternate location due to ongoing work at the Warren County Government Center. Given the number of public hearings anticipated for the meeting,

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she emphasized the importance of securing a location with sufficient capacity for members of the public who wish to attend and speak.

Council agreed to move forward with scheduling the public hearing on the proposed data center zoning text amendment for October 26, 2026.

Adjourned at approximately 9:20pm.

Approved by Town Council
Date:_____

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

Roll Call by Clerk of Council

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

## ACTION ITEM

Resolution to cancel the November 2, 2026, Regular Work Session- Mayor Cockrell explained that, due to the anticipated lack of a quorum on November 2, 2026, resulting from Council members' unavailability related to campaigning ahead of the November 3, 2026, Election Day, and to avoid inconvenience to the public, Council desired to cancel the Regular Work Session in advance.

Councilwoman DeDomenico-Payne moved, seconded by Councilman Wood approve the resolution cancelling the November 2, 2026, Regular Work Session as presented.

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

## NEW BUSINESS

Grant Funding Through the Virginia Grid Reliability Improvement Program (VGRIP)- Mary Ellen Lynn of Energy Services provided an overview of grant funding awarded through the Virginia Grid Reliability Improvement Program (VGRIP) to support five electric distribution system improvement projects identified in a system study conducted by Southeastern Consulting Engineering. The projects include reconductoring and realigning the pole line on North Royal Avenue, upgrading conductor size on Old Winchester Pike, and installing switches at West Main Street and Massey Street, Kirkwood Avenue near Blu-ray Avenue, and Short Street and Commerce Avenue. The improvements are intended to enhance system reliability, resiliency, capacity, and public safety while reducing outage risks and allowing for more efficient load transfers.

Ms. Lynn reported that the total estimated project cost is $348,575, consisting of $233,750 in federal funding and a combined state and Town share of $114,825. She explained that the Town's contribution would include repair and maintenance funds and in-kind staff time and fringe benefits. In response to questions, Lynn clarified the funding breakdown and explained the purpose of the proposed improvements. She noted that the projects remain in the pre-award phase and must be completed by 2032. Staff further advised that a grant manager would be sought to oversee compliance with federal procurement requirements and applicable policies. Once the

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funding is approved and finalized, the item will return to Council for a budget amendment to accept the grant funds.

Deed of Easement from RSW Regional Jail Authority to the Town for a 20-Foot Sanitary Sewer Easement (Tax Map No. 4-45D) Mr. Sonnett presented the proposed deed of easement granting the Town a 20-foot sanitary sewer easement across property owned by the RSW Regional Jail Authority to provide access to the property owned by 522 Properties, L.L.C. He explained that the easement is necessary to extend the sanitary sewer line from Winchester Road across the jail property to serve the adjoining property. The sewer main will be constructed by 522 Properties, L.L.C., inspected by the Town, and accepted into the Town's sanitary sewer system upon completion. Mr. Sonnett noted that, because the property is located outside the Town limits, the easement is necessary to allow the Town to access and maintain its utility infrastructure.

Council agreed to place this on the Consent Agenda for October 26, 2026.

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- Mr. Sonnett presented the proposed deed conveying a 20-foot-wide sanitary sewer easement to the Town across property located within the Town limits. He explained that an existing sanitary sewer line crosses the property, but no easement had previously been recorded. The property owner brought the matter to the Town's attention after plans to construct a dwelling revealed the existing sewer line. The proposed easement would formally establish the Town's rights to access and maintain the sewer line and ensure the proposed dwelling is located outside the easement area. The property owner provided a survey showing the location of the existing sewer line, the proposed easement, and the planned dwelling. Mr. Sonnett noted that recording the easement would formally document the Town's rights to the existing utility infrastructure.
Council agreed to place this on the Consent Agenda for October 26, 2026.

Release of Restrictive Covenants – Tax Map Parcels 20A221-1, 20A221-1B, and 20A221-2A1: Mr. Sonnett presented the proposed release of restrictive covenants recorded against the identified properties in 2017, explaining that the release was a deliverable under the settlement agreement between the Town, the Front Royal Warren County Industrial Development Authority, FB&T Bank, and United Bank. He noted that the other parties had approved the form of the release and that work on the remaining settlement obligations was ongoing. Mayor Cockrell acknowledged the lengthy negotiations leading to the agreement and expressed optimism regarding progress toward completing the settlement. The properties will remain subject to all applicable Town zoning and subdivision requirements.
Council agreed to place this on the Consent Agenda for October 26, 2026.

Joint Tourism Agreement- Mayor Cockrell introduced the draft Tourism Memorandum of Understanding (MOU) between the Town of Front Royal and Warren County, provided by the County on September 21, 2026, for Council's review and discussion. She noted that the Town has historically led tourism promotion for both the Town and County, including operation of the visitor center, and explained that discussions with the County have focused on opportunities to expand tourism efforts through additional funding and resources.

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Council discussed the proposed MOU, including the proposed $212,000 funding allocation, staffing, oversight, reporting requirements, carryover of unspent funds, and the respective responsibilities of the Town and County. Council expressed concerns regarding provisions that could limit the Town's flexibility in managing tourism activities, potential duplication of staffing and responsibilities, the distinction between destination marketing and destination development, and the treatment of tourism-related capital projects. Council also emphasized the importance of maintaining the Town's ability to direct tourism efforts through its existing professional staff while ensuring appropriate accountability and transparency in the use of funds.

The discussion also addressed the proposed tourism advisory committee, including its membership, responsibilities, and role in providing recommendations to both governing bodies. It was also emphasized the importance of establishing a collaborative structure that allows meaningful participation from tourism-related businesses and organizations while supporting effective decision-making.

Mayor Cockrell noted that Town staff had reviewed the County's draft and prepared proposed revisions to simplify the agreement, clarify shared responsibilities, and provide greater flexibility in the administration of tourism activities. Council expressed general support for presenting the revised draft to the County at the upcoming Liaison Meeting for further discussion and negotiation. Members also discussed the proposed November 1, 2026, execution deadline and the need to allow sufficient time for both governing bodies to review and approve the agreement.

Mayor Cockrell reiterated that the goal of the proposed partnership is to strengthen tourism promotion for the Town and County, build upon existing successes, and make effective use of available resources. She noted that reported visitor spending for the community in 2025 was approximately $98.2 million.
The revised draft will be presented to the County at the upcoming Liaison Meeting, with further review and consideration to follow.

Town Hall Meeting Room- The Town Manager introduced a discussion regarding current and future meeting space needs, noting that Council uses both Town Hall and the Warren County Government Center for meetings. He highlighted the convenience of Town Hall for staff and noted that the Town and County are evaluating streaming technology options, including accessibility requirements and potential costs.

Vice Mayor Veitenthal revisited a previously discussed proposal to relocate the Planning and Zoning Department upstairs and renovate the downstairs area into a larger, more accessible meeting space with a separate entrance. She noted that this could increase seating capacity, improve public access, and provide greater control over meeting logistics and technology.

Council also discussed short-term improvements, technology compatibility, retention of recorded meetings, and coordination with the County regarding use of both facilities. The Mayor explained that the discussion would help Council consider its preferred meeting locations before committing to technology upgrades or shared costs at the Government Center. Staff will continue evaluating options for future discussion.

## OLD BUSINESS

An ordinance to repeal and readopt Town Code 156-3- Advisory Commission for Environmental Sustainability (ACES)- Mr. Petty reviewed the proposed amendments to Town Code § 156-3 governing ACES. Mr. Sonnett

provided an overview of the applicable enabling statute, and Mr. Petty reviewed revisions to the draft ordinance, including clarification of the committee's quorum requirements.

Council discussed the importance of allowing ACES members an opportunity to collectively review the proposed amendments and provide input before the ordinance proceeds. Members discussed the proposed timeline, including allowing ACES to review the draft at its November 19 meeting before presenting the revised document to Council.

Staff anticipated presenting the updated draft at the November 23 regular meeting for further discussion and consideration of whether to proceed with a public hearing on December 14, 2026. It was noted that if the draft was not ready to advance, consideration could be postponed until January 2027.

Adjourned at approximately 8:46PM

Approved by Town Council
Date:_____

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REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 7.A.

**Agenda Item:** FY27 Budget Amendment - Outstanding Purchase Orders

**Summary:** Council is requested to approve a FY27 budget amendment to carry forward unpaid balances on purchase orders not completed as of June 30, 2026 and to carry funds forward to fiscal year 2027.

These funds are for ongoing projects that were included in previous year budget cycles and now should be incorporated into the FY27 Budget. Some purchase orders are funding projects that are under contract/in process and some purchase orders are for funds that are being set aside for future use.

**Budget/Funding:**

**Meetings:** October 5, 2026

**Proposed Motion:** I moved that Council approve a FY27 Budget Amendment in the amount of $15,188,488.75 for the FY26 carryover purchase orders as presented.

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

| PO# | Dept | Account | Description | Balance as of 6/30/26 | FY27 Payments as of 9/8/26 | Remaining Balance as of 9/28/26 |
|---|---|---|---|---|---|---|
| **Special Project Fund** | | | | | | |
| 28341 | 9130 | R47013 | POLICE DEPT CONSTRUCTION REMAINING FUNDS | $ 466,080.47 | $ - | $ 466,080.47 |
| 29379 | 9130 | R47982 | W MAIN EXTENSION (REMAINING FUNDS FROM CONSTRUCTION CONTRACT) | $ 218,674.25 | $ - | $ 218,674.25 |
| | | | | **$ 684,754.72** | **$ -** | **$ 684,754.72** |
| **I/T Department** | | | | | | |
| 31206 | 1204 | R43004 | AUDIO/VIDEO EQUIPMENT REPLACEMENT FOR COUNCIL MEETINGS | $ 6,100.27 | $ - | $ 6,100.27 |
| 31329 | 1204 | R43005 | MOTOROLA FLEX SOFTWARE YEAR 1 | $ 78,485.37 | $ - | $ 78,485.37 |
| 31351 | 1204 | R43005 | CAROUSEL INDUSTRIES E911 SUPPORT SERVICE AGREEMENT YEAR 3 OF 3 | $ 6,600.00 | $ - | $ 6,600.00 |
| 31417 | 1204 | R43053 | SOPHOS XGS 3100 XSTREAM PROTECTION | $ 9,977.48 | | $ 9,977.48 |
| 31448 | 1204 | 43053 | MICROSOFT VOLUME LICENSING YEAR 2 OF 3 | $ 45,386.64 | | $ 45,386.64 |
| | | | | **$ 146,549.76** | **$ -** | **$ 146,549.76** |
| **Tourism** | | | | | | |
| 31234 | 1205 | R43002 | TOURISM VIDEO PROJECT | $ 8,085.00 | $ - | $ 8,085.00 |
| 31279 | 1205 | R43002 | DESIGN & DEVELOP DISCOVER FRONT ROYAL WEBSITE REFRESH | $ 3,605.76 | $ - | $ 3,605.76 |
| 31111 | 1205 | R47009 | VISITOR CENTER OUTDOOR SIGNS | $ 5,000.00 | $ - | $ 5,000.00 |
| 31112 | 1205 | R47009 | VISITOR CENTER RENOVATION | $ 62,957.17 | $ - | $ 62,957.17 |
| 31106 | 1205 | TBD | TOURISM PHOTOGRAPHY PROJE | $ 10,000.00 | $ - | $ 10,000.00 |
| | | | | **$ 89,647.93** | **$ -** | **$ 89,647.93** |
| **Town Attorney** | | | | | | |
| 30809 | 2201 | R43002 | WCEDA LITIGATION | $ 70,000.00 | $ - | $ 70,000.00 |
| | | | | **$ 70,000.00** | **$ -** | **$ 70,000.00** |
| **Police** | | | | | | |
| 31207 | 3102 | R47001 | IN-CAR & BODY WORN CAMERAS LEASE PAYMENT | $ 72,235.99 | $ - | $ 72,235.99 |
| ~~31450~~ | ~~3102~~ | ~~R47005~~ | ~~EQUIPMENT TO OUTFIT NEW POLICE VEHICLES~~ | ~~$ 5,821.26~~ | ~~$ (5,821.26)~~ | ~~$ -~~ |
| ~~31381~~ | ~~3103~~ | ~~R47001~~ | ~~FORENSICFLARRE 8 LIGHT KIT~~ | ~~$ 14,126.50~~ | ~~$ (14,126.50)~~ | ~~$ -~~ |
| ~~31397~~ | ~~3103~~ | ~~R47001~~ | ~~NIKON D850 DSLR VIDEO CAMERA~~ | ~~$ 11,399.70~~ | ~~$ (11,399.70)~~ | ~~$ -~~ |
| 31398 | 3103 | R47001 | SEARCH TACTICAL MASTER LATENT PRINT INVESTIGATION KIT | $ 5,388.01 | $ - | $ 5,388.01 |
| 29679 | 1204 | R47051 | E-SUMMONS PROGRAM, FUNDS ACCRUING TO ALLOW POLICE DEPT TO IMPLEMENT FUTURE SOFTWARE (FUNDS BUDGETED UNDER I/T DEPT) | $ 71,432.68 | $ - | $ 71,432.68 |
| | | | | **$ 180,404.14** | **$ (31,347.46)** | **$ 149,056.68** |
| **Buildings & Grounds** | | | | | | |
| 31355 | 4302 | R43002 | TO 1-2026 RETENTION POND INSPECTION (POLICE DEPT) | $ 5,672.69 | $ - | $ 5,672.69 |
| 31024 | 4302 | R47009 | TOWN HALL SECURITY UPGRADE | $ 30,000.00 | $ - | $ 30,000.00 |
| 31410 | 4302 | R47009 | PUBLIC WORKS OUTSIDE BUILDING REPAIRS (YEAR 1 OF 2) | $ 50,000.00 | $ - | $ 50,000.00 |
| | | | | **$ 85,672.69** | **$ -** | **$ 85,672.69** |
| **Horticulture** | | | | | | |
| ~~31281~~ | ~~4305~~ | ~~R43002~~ | ~~MOWING LEACH RUN PARKWAY~~ | ~~$ 380.00~~ | ~~$ (380.00)~~ | ~~$ -~~ |
| 31389 | 4305 | R43002 | VEGETATION CONTROL, SECT | $ 12,888.39 | $ - | $ 12,888.39 |
| 31411 | 4305 | R43002 | MAIN STREET GAZEBO PROJECT (TREE REMOVAL) | $ 43,467.02 | $ - | $ 43,467.02 |
| ~~31188~~ | ~~4305~~ | ~~R47005~~ | ~~11' STAINLESS STEEL BODY~~ | ~~$ 24,550.00~~ | ~~$ (24,550.00)~~ | ~~$ -~~ |
| 31411 | 4305 | R47031 | MAIN STREET GAZEBO PROJECT (TREE REPLACEMENTS) | $ 14,455.00 | $ - | $ 14,455.00 |
| | | | | **$ 95,740.41** | **$ (24,930.00)** | **$ 70,810.41** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Planning & Zoning** | | | | | | | |
| 30405 | 8101 | R43002 | SUBDIVISION ORDINANCE RE-WRITE | $ 13,642.41 | $ - | $ 13,642.41 | |
| 30802 | 8101 | R43002 | TRANSPORTATION PLAN | $ 200,000.00 | $ - | $ 200,000.00 | |
| ~~31366~~ | ~~8101~~ | ~~R43002~~ | ~~ARCGIS ONLINE & ARCGIS ENTERPRISE UPGRADE & DEPLOYMENT~~ | ~~$ 6,864.00~~ | ~~$ (6,864.00)~~ | ~~$ -~~ | |
| 31415 | 8101 | R47952 | CONDEMNATION/DEMOLITION EXPENSE FOR FUTURE PROJECTS | $ 40,000.00 | $ - | $ 40,000.00 | |
| | | | | **$ 260,506.41** | **$ (6,864.00)** | **$ 253,642.41** | |
| **Economic Development Department** | | | | | | | |
| 30537 | 8105 | R45608 | FUNDS BUDGETED FOR F.R.E.D.A. | $ 111,566.00 | $ - | $ 111,566.00 | |
| 31334 | 8105 | R45608 | RETAIL STRATEGIES -RETAIL RECRUITMENT | $ 13,750.00 | $ - | $ 13,750.00 | |
| | | | | **$ 125,316.00** | **$ -** | **$ 125,316.00** | |
| **Special Events** | | | | | | | |
| ~~31434~~ | ~~8110~~ | ~~R45447~~ | ~~TOWN FIREWORKS SHOW FOR JULY 16, 2026~~ | ~~$ 4,500.00~~ | ~~$ (4,500.00)~~ | ~~$ -~~ | |
| | | | | **$ 4,500.00** | **$ (4,500.00)** | **$ -** | |
| **Energy Services** | | | | | | | |
| 31355 | 9401 | R43002 | TO 1-2026 RETENTION POND INSPECTION | $ 6,877.00 | $ - | $ 6,877.00 | |
| 31404 | 9401 | R43002 | ELECTRIC COST OF SERVICE STUDY | $ 23,114.82 | $ (3,808.00) | $ 19,306.82 | |
| 31405 | 9401 | R43021 | JUNE 2026 VIST (REGULATORS), VGRIP, & SUBDIVISION ASSISTANCE | $ 15,888.96 | $ - | $ 15,888.96 | |
| ~~31357~~ | ~~9401~~ | ~~R45407~~ | ~~LPS-663-48-R16-12 4 BOLT SCREW IN ANCHORS~~ | ~~$ 5,868.00~~ | ~~$ (5,868.00)~~ | ~~$ -~~ | |
| 31400 | 9401 | R45407 | SUBSTATION REGULATOR REPA | $ 10,000.00 | $ - | $ 10,000.00 | |
| 31412 | 9401 | R45407 | SEL-2431 VOLTAGE REGULATOR CONTROL MATERIALS | $ 4,538.31 | $ - | $ 4,538.31 | |
| ~~31396~~ | ~~9401~~ | ~~R47005~~ | ~~ALTEC MODEL AT41M ARTICULATING TELSCOPIC AERIAL DEVICE (AKA BUCKET TRUCK)~~ | ~~$ 204,912.00~~ | ~~$ (204,912.00)~~ | ~~$ -~~ | |
| 31360 | 9401 | R47502 | 200 AMP 3 PHASE FIBERGLASS SECTIONALIZING CABINET | $ 19,719.70 | $ - | $ 19,719.70 | |
| ~~31370~~ | ~~9401~~ | ~~R47502~~ | ~~50 KVA SINGLE PHASE PAD MOUNT TRANSFORMERS~~ | ~~$ 40,083.84~~ | ~~$ (40,083.84)~~ | ~~$ -~~ | |
| 31394 | 9401 | R47502 | 5000' 4/0 URD SWEETBRIAR SECONDARY REEL | $ 2,540.10 | $ - | $ 2,540.10 | |
| 31407 | 9401 | R47502 | MARSHALL'S GLEN SUBDIVISION MATERIALS | $ 33,594.42 | $ - | $ 33,594.42 | |
| 30777 | 9401 | R47929 | HAPPY CREEK SUBSTATION | $ 363,706.82 | $ - | $ 363,706.82 | |
| | | | | **$ 730,843.97** | **$ (254,671.84)** | **$ 476,172.13** | |
| **Electric Meter Reading** | | | | | | | |
| 31402 | 9417 | R43005 | METER READING HANDHELD YEAR 2 | $ 6,000.00 | $ - | $ 6,000.00 | |
| 29428 | 9417 | R47001 | ENTERPRISE SOFTWARE UPGRADE CONTINGENCY FUNDS | $ 38,216.98 | $ (2,822.08) | $ 35,394.90 | |
| 31291 | 9417 | R47001 | ERP SOFTWARE IMPLEMENTATION AND SUBSCRIPTION | $ 392,440.63 | $ (31,080.00) | $ 361,360.63 | |
| 31292 | 9417 | R47001 | PROVIDE PROJECT MANAGEMENT FOR SOFTWARE IMPLEMENTATION | $ 145,251.00 | $ (12,750.00) | $ 132,501.00 | |
| | | | | **$ 581,908.61** | **$ (46,652.08)** | **$ 535,256.53** | |
| **Waste Water Treatment Plant** | | | | | | | |
| 31149 | 9801 | R43002 | REVIEW CRACKS IN ATAD TANK | $ 8,300.00 | $ - | $ 8,300.00 | |
| ~~31157~~ | ~~9801~~ | ~~R43002~~ | ~~MUNICIPAL ADVISORY SERVICES (BONDS ON CENTRIFUGE & RIVERTON PUMP STATION)~~ | ~~$ 3,750.00~~ | ~~$ (3,750.00)~~ | ~~$ -~~ | |
| 31229 | 9801 | R43002 | ASSET MANAGEMENT | $ 60,000.00 | $ - | $ 60,000.00 | |
| ~~31281~~ | ~~9801~~ | ~~R43002~~ | ~~MOWING WASTEWATER TREATME~~ | ~~$ 1,550.00~~ | ~~$ (1,550.00)~~ | ~~$ -~~ | |
| 31283 | 9801 | R43002 | TASK ORDER 12-2025 WASTEWATER SYSTEM REGULATORY & ENGINEERING SUPPORT | $ 6,342.50 | $ (1,252.50) | $ 5,090.00 | |
| 31321 | 9801 | R43002 | TASK ORDER 4-2025 WWTP SOLIDS DEWATERING PRELIMINARY ENGINEERING | $ 182,100.00 | $ - | $ 182,100.00 | **Reallocate to Centrifuge Final Construction* |
| 31361 | 9801 | R43002 | WWTP SOLIDS DEWATERING PROJECT SYSTEM DESIGN | $ 407,100.00 | $ (235,200.00) | $ 171,900.00 | |
| 31378 | 9801 | R43002 | BOND COUNSEL SERVICES FOR CENTRIFUGE & RIVERTON PUMP STATION | $ 14,500.00 | $ - | $ 14,500.00 | |
| 31387 | 9801 | R43002 | SEWER HYDRAULIC MODEL | $ 150,000.00 | $ - | $ 150,000.00 | |
| 31438 | 9801 | R45407 | FLYGT BASIC REPAIR KIT INFLUENT PUMP #4 | $ 25,100.00 | $ - | $ 25,100.00 | |
| 30872 | 9801 | R47001 | #2 CLARIFIER DRIVE AND INSTALLATION | $ 13,905.42 | $ - | $ 13,905.42 | |
| 31258 | 9801 | R47001 | SECONDARY CLARIFIER LAUNDER COVERS | $ 49,850.00 | $ - | $ 49,850.00 | |
| 31314 | 9801 | R47001 | INSTALLATION OF NEW H40A | $ 6,305.83 | $ - | $ 6,305.83 | |
| 31414 | 9801 | R47001 | WWTP INFLUENT PUMP REPAIR | $ 133,627.70 | $ - | $ 133,627.70 | |
| 28885 | 9801 | R47009 | RIVERTON PUMP STATION | $ 450,409.95 | $ - | $ 450,409.95 | **Reallocate to Centrifuge Final Construction* |
| | | | | **$ 1,512,841.40** | **$ (241,752.50)** | **$ 1,271,088.90** | |

**Sewer Line Maintenance**

| | | | | | | |
|---|---|---|---|---|---|---|
| 31362 | 9802 | R47001 | REPLACE 1988 TRACK LOADER (YEAR 1 OF 2) | $ 25,000.00 | $ - | $ 25,000.00 |
| 31467 | 9802 | R47001 | QUES CAMERA EQUIPMENT REPLACEMENT (YEAR 1 OF 2) | $ 60,000.00 | $ - | $ 60,000.00 |
| 29964 | 9802 | R47998 | I&I CONTINGENCY FUNDS | $ 740,160.92 | $ - | $ 740,160.92 |
| 31386 | 9802 | R47998 | 2026 SANITARY SEWER SYSTEM FLOW MONITORING | $ 70,800.00 | $ (9,400.00) | $ 61,400.00 |
| 31388 | 9802 | R47998 | SANITARY SEWER SYSTEM INSPECTIONS | $ 236,108.33 | $ (63,696.84) | $ 172,411.49 |
| | | | | **$ 1,132,069.25** | **$ (73,096.84)** | **$ 1,058,972.41** |

**Water Treatment Plant**

| | | | | | | |
|---|---|---|---|---|---|---|
| 30480 | 9601 | R43002 | SCADA UPGRADE | $ 10,486.59 | $ - | $ 10,486.59 |
| 30830 | 9601 | R43002 | CLEARWELL DESIGN/REPAIRS (SEED MONEY) - SEEKING ADDITIONAL FINANCING | $ 91,000.00 | $ - | $ 91,000.00 |
| 31046 | 9601 | R43002 | TASK ORDER 4-2024 CLEARWELL REHABILITATION DESIGN ENGINEERING | $ 21,000.00 | $ - | $ 21,000.00 |
| ~~31157~~ | ~~9601~~ | ~~R43002~~ | ~~MUNICIPAL ADVISORY SERVICES (BONDS ON 4-H, JAMESTOWN, & CLEARWELLS)~~ | ~~$ 3,750.00~~ | ~~$ (3,750.00)~~ | ~~$ -~~ |
| 31282 | 9601 | R43002 | TASK ORDER 11-2025 WATER REGULATORY & ENGINEERING SUPPORT | $ 7,181.25 | $ (1,316.25) | $ 5,865.00 |
| 31426 | 9601 | R43002 | REGULATORY COMPLIANCE OF PFAS & LEAD/COPPER REQUIREMENT (YEAR 1 OF 2) | $ 30,000.00 | $ - | $ 30,000.00 |
| 31427 | 9601 | R43002 | IMPINGEMENT & ENTRAINMENT STUDY SOURCE WATER/INTAKES | $ 136,000.00 | $ - | $ 136,000.00 |
| ~~31429~~ | ~~9601~~ | ~~R45406~~ | ~~POTASSIUM PERMANGANATE - CHEMICAL FOR WTP~~ | ~~$ 14,641.92~~ | ~~$ (14,641.92)~~ | ~~$ -~~ |
| ~~31430~~ | ~~9601~~ | ~~R45406~~ | ~~SODIUM PERMANGANATE - CHEMICAL FOR WTP~~ | ~~$ 3,113.80~~ | ~~$ (3,113.80)~~ | ~~$ -~~ |
| 30829 | 9601 | R47001 | SWITCH GEAR RAW WATER PUMP | $ 400,000.00 | $ - | $ 400,000.00 |
| 31031 | 9601 | R47001 | ENVIRX SCREENS(YR 3 OF 4) | $ 225,000.00 | $ - | $ 225,000.00 |
| 31032 | 9601 | R47001 | REPAIR OLD RAW WATER BASIN (AKA DAM REPAIRS) | $ 126,500.00 | $ - | $ 126,500.00 |
| 31095 | 9601 | R47001 | TASK ORDER 6-2024: WTP SEDIMENATION BASINS INSPECTION | $ 12,750.00 | $ - | $ 12,750.00 |
| 31431 | 9601 | R47001 | MAINTENANCE OF PRE-SETTING BASIN (YEAR 1 OF 4) | $ 75,000.00 | $ - | $ 75,000.00 |
| 31432 | 9601 | R47001 | REPAIR OF OLD RAW WATER SETTLING BASINS | $ 75,000.00 | $ - | $ 75,000.00 |
| 31385 | 9601 | R47005 | 2026 FORD F-250 REGULAR CAB | $ 57,402.70 | $ - | $ 57,402.70 |
| 31101 | 9601 | R47009 | WTP DAM EVALUATION, MAINTENANCE, & ENGINEERING | $ 21,684.48 | $ (900.00) | $ 20,784.48 |
| 31185 | 9601 | R47009 | 4-H & JAMESTOWN PUMP ENGINEERING | $ 93,600.00 | $ - | $ 93,600.00 |
| 31395 | 9601 | R47903 | SECURITY CAMERAS FOR WATER TREATMENT PLANT | $ 24,987.61 | $ - | $ 24,987.61 |
| | | | | **$ 1,429,098.35** | **$ (23,721.97)** | **$ 1,405,376.38** |

**Water Line Maintenance**

| | | | | | | |
|---|---|---|---|---|---|---|
| 31226 | 9602 | R43002 | LEAK DETECTION | $ 14,188.00 | $ - | $ 14,188.00 |
| 31317 | 9602 | R43002 | METER TEST READY ASSEMBLY | $ 6,502.38 | $ - | $ 6,502.38 |
| 31362 | 9602 | R47001 | REPLACE 1988 TRACK LOADER (YEAR 1 OF 2) | $ 25,000.00 | $ - | $ 25,000.00 |
| 29343 | 9602 | R47513 | REDUNDANT LINE CONTINGENCY | $ 186,828.03 | $ - | $ 186,828.03 |
| 30660 | 9602 | R47513 | PERMITTING FOR REDUNDANT WATERLINE | $ 11,333.53 | $ - | $ 11,333.53 |
| 30673 | 9602 | R47513 | REDUNDANT WATERLINE CONSTRUCTION CONTRACT 1 | $ 586,737.66 | $ - | $ 586,737.66 |
| 31227 | 9602 | R47513 | WATERLINE UPGRADES CHERRY ST/VIRGINIA AVE | $ 1,077,883.40 | $ - | $ 1,077,883.40 |
| 31433 | 9602 | R47513 | WATERLINE UPGRADES-N. ROYAL AVE (E 6TH ST TO ACADEMY DR) & JAMESTOWN RD INTERCONNECTION | $ 624,001.30 | $ - | $ 624,001.30 |
| ~~31418~~ | ~~9602~~ | ~~R47530~~ | ~~5/8" NEPTUNE T-10 METERS~~ | ~~$ 17,875.00~~ | ~~$ (17,875.00)~~ | ~~$ -~~ |
| | | | | **$ 2,550,349.30** | **$ (17,875.00)** | **$ 2,532,474.30** |

**Water Meter Reading**

| | | | | | | |
|---|---|---|---|---|---|---|
| 31402 | 9617 | R43005 | METER READING HANDHELD YEAR 2 | $ 6,000.00 | $ - | $ 6,000.00 |
| | | | | **$ 6,000.00** | **$ -** | **$ 6,000.00** |

**Water Debt Service**

| | | | | | | |
|---|---|---|---|---|---|---|
| 31403 | 9699 | R49999 | FUTURE DEBT SERVIVCE ON 4-H PUMP STATION, JAMESTOWN PUMP STATION, & CLEARWEELS | $ 193,585.00 | $ - | $ 193,585.00 |
| | | | | **$ 193,585.00** | **$ -** | **$ 193,585.00** |

**Solid Waste**

| | | | | | | |
|---|---|---|---|---|---|---|
| 31408 | 4203 | R43002 | BRUSH GRINDING | $ 25,000.00 | $ - | $ 25,000.00 |
| 31409 | 4203 | R45407 | TRASH CANS & LIDS | $ 30,000.00 | $ - | $ 30,000.00 |
| 31362 | 4203 | R47001 | REPLACE 1988 TRACK LOADER (YEAR 1 OF 2) | $ 50,000.00 | $ - | $ 50,000.00 |
| 31466 | 4203 | R47005 | SOLID WASTE TRUCK CARRY FORWARD FUNDS (ADDITIONAL FUNDS ALLOCATED IN FY27) | $ 105,004.00 | $ - | $ 105,004.00 |
| | | | | **$ 210,004.00** | **$ -** | **$ 210,004.00** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Highway Maintenance (Non-VDOT)** | | | | | | | |
| 31421 | 4102 | R45470 | ALLEY WAY BEHIND RAMSEYS | $ 8,600.00 | $ - | $ 8,600.00 | |
| 30336 | 4102 | R45471 | CHERRY ST STORM DRAIN | $ 236,465.04 | $ - | $ 236,465.04 | |
| 31231 | 4102 | R45473 | ROYAL LANE MARKINGS | $ 15,990.00 | $ - | $ 15,990.00 | |
| 31422 | 4102 | R45473 | THERMOPLASTIC ERADICATION | $ 8,000.00 | $ - | $ 8,000.00 | |
| 31422 | 4102 | R45474 | THERMOPLASTIC ERADICATION | $ 20,000.00 | $ - | $ 20,000.00 | |
| | | | | **$ 289,055.04** | **$ -** | **$ 289,055.04** | |
| **Traffic Signalization** | | | | | | | |
| ~~31335~~ | ~~4104~~ | ~~R47910~~ | ~~TRAFFIC SIGNAL POLE REPLACEMENT COMMERCE AVE~~ | ~~$ 162,500.00~~ | ~~$ (162,500.00)~~ | ~~$ -~~ | |
| | | | | **$ 162,500.00** | **$ (162,500.00)** | **$ -** | |
| **Inspections** | | | | | | | |
| 31285 | 4107 | R43002 | TO 6-2025 OUTLINE NEW PUBlIC WORKS & ENERGY SERVICES CONSTRUCTION STANDARDS | $ 4,620.00 | $ - | $ 4,620.00 | |
| 31425 | 4107 | R43002 | COMPLETION OF TOWN CONSTRUCTION STANDARDS | $ 36,000.00 | $ - | $ 36,000.00 | |
| 31437 | 4107 | R47001 | STORAGE CABINETS FOR PLANS, AS-BUILTS, & TOWN UTILITY SYSTEM YEAR 1 OF 2 | $ 9,295.00 | $ - | $ 9,295.00 | |
| | | | | **$ 49,915.00** | **$ -** | **$ 49,915.00** | |
| **Highway Maintenance (VDOT)** | | | | | | | |
| 31201 | 4500 | R43002 | STORM WATER MAP YR 2 OF 4 | $ 200,000.00 | $ - | $ 200,000.00 | |
| 31355 | 4500 | R43002 | TO 1-2026 RETENTION POND INSPECTION | $ 5,481.72 | $ - | $ 5,481.72 | |
| 31419 | 4500 | R45422 | SIGN BLANKS | $ 7,079.86 | $ - | $ 7,079.86 | |
| 31422 | 4500 | R45473 | THERMOPLASTIC ERADICATION | $ 40,000.00 | $ - | $ 40,000.00 | |
| 31422 | 4500 | R45474 | THERMOPLASTIC ERADICATION | $ 34,911.00 | $ - | $ 34,911.00 | |
| 31436 | 4500 | R45477 | CURB & GUTTER FOR JAMESTOWN, CHERRY, 12TH, & 13TH | $ 44,000.00 | $ - | $ 44,000.00 | |
| 31362 | 4500 | R47001 | REPLACE 1988 TRACK LOADER (YEAR 1 OF 2) | $ 50,000.00 | $ - | $ 50,000.00 | |
| 31379 | 4500 | R47001 | PLOW PUSH FRAME & ACCESSORIES | $ 11,030.80 | $ - | $ 11,030.80 | |
| 31380 | 4500 | R47001 | SALT SPREADER & ACCESORIES | $ 21,252.68 | $ - | $ 21,252.68 | |
| 31424 | 4500 | R47005 | REPLACE TRUCK#748 (YEAR 1 OF 2) ADDITIONAL FUNDS ALLOCATED IN FY27 | $ 80,000.00 | $ - | $ 80,000.00 | |
| 31044 | 4500 | R47909 | CRISER RD SIDEWALK PROJECT | $ 532,398.55 | $ - | $ 532,398.55 | |
| 29952 | 4500 | R47927 | SHENANDOAH AVE STREET LIGHT PROJECT | $ 244,500.00 | $ - | $ 244,500.00 | Reallocate Funds to Criser Rd Sidewalk Project |
| 31223 | 4500 | R47909 | SIDEWALK CONSTRUCTION ASSOCAITED WITH PAVING PLAN | $ 130,580.00 | $ - | $ 130,580.00 | |
| 30806 | 4500 | R47926 | 8TH STREET BRIDGE REHABILITATION & CREEK BANK CONTINGENCY | $ 106,231.30 | $ - | $ 106,231.30 | |
| 30822 | 4500 | R47926 | PROSPECT BRIDGE REHABILITATION | $ 868,992.60 | $ - | $ 868,992.60 | |
| 31224 | 4500 | R47926 | BRIDGE REPAIRS/REPLACEMENT OF COMMERCE AVE BRIDGE | $ 72,050.00 | $ - | $ 72,050.00 | |
| 31263 | 4500 | R47926 | PROSPECT BRIDGE REPLACEMENT ENGINEERING | $ 55,592.00 | $ (3,654.00) | $ 51,938.00 | |
| 31290 | 4500 | R47926 | CONSTRUCTION SERVICES TO RESTORE HAPPY CREEK BANK AT 8TH STREET BRIDGE | $ 150,263.20 | $ - | $ 150,263.20 | |
| 31420 | 4500 | R47926 | BRIDGE REPAIRS/REPLACEMENT STONEWALL BRIDGE | $ 21,260.50 | $ - | $ 21,260.50 | |
| 31423 | 4500 | R47927 | PAVING FUNDS OF PRIMARY & SECONDARY N ROYAL, LURAY AVE, W 12TH ST, 13TH, & VIRGINIA | $ 1,733,341.56 | $ - | $ 1,733,341.56 | |
| 31225 | 4500 | R47941 | CURB & GUTTER CONCRETE RECONSTRUCTION ASSOCIATED WITH PAVING PLAN | $ 188,261.00 | $ - | $ 188,261.00 | |
| | | | | **$ 4,597,226.77** | **$ (3,654.00)** | **$ 4,593,572.77** | |

| | Balance as of 6/30/26 | FY27 Payments | Balance as of 9/28/26 |
|---|---|---|---|
| General Fund | $ 1,058,337.34 | $ (67,641.46) | $ 990,695.88 |
| Special Projects/Debt Service | $ 684,754.72 | $ - | $ 684,754.72 |
| Street Fund | $ 5,098,696.81 | $ (166,154.00) | $ 4,932,542.81 |
| **TOTAL GOVERNMENTAL FUNDS** | **$ 6,841,788.87** | **$ (233,795.46)** | **$ 6,607,993.41** |
| | | | |
| Electric Fund | $ 1,312,752.58 | $ (301,323.92) | $ 1,011,428.66 |
| Sewer Fund | $ 2,644,910.65 | $ (314,849.34) | $ 2,330,061.31 |
| Water Fund | $ 4,179,032.65 | $ (41,596.97) | $ 4,137,435.68 |
| Solid Waste Fund | $ 210,004.00 | $ - | $ 210,004.00 |
| | | | |
| **TOTAL OF ALL FUNDS** | **$ 15,188,488.75** | **$ (891,565.69)** | **$ 14,296,923.06** |

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 7.B.

**Agenda Item:** FY27 Budget Amendment for Riverton Sewer Lift Station

**Summary:** Council is requested to approve a FY27 Budget Amendment in the amount of $1,800,000 to receive funds from the Virginia Resource Authority for financing of the Riverton Sewer Lift Station.

A public hearing will be required due to the amount of the budget amendment exceeding 1% of the FY27 Adopted Budget.

**Budget/Funding:** Revenue
9801-3410206 Sewer Fund Bond Proceeds - $1,800,000.00

Expenditure
9801-47009 Waste Water Treatment Plant - Building & Structures - $1,800,000.00

**Meetings:** 9/8/26 - Discussion of holding public hearing for financing of Riverton Lift Station and Centrifuge Project.
9/28/26 - Public Hearing held for potential financing of Riverton Lift Station and Centrifuge Project.

**Proposed Motion:** I move that Counci approve a FY27 Budget Amendment in the amount of $1,800,000 for the financing and construction of the Riverton Sewer Lift Station Project as presented.

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

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 7.C.

**Agenda Item:** Special Use Permit Application to Allow Short-Term Rental at 35 N. Marshall Street

**Summary:** Council is asked to review the Special Use Permit Application to allow a Short-Term Rental, as defined in Town Code §175-3, submitted by Tyler Reaves, and located at 35 N. Marshall Street, identified by Tax Map 20A9-2-3-1. The property is zoned R-1, Residential District.

**Budget/Funding:** N/A

**Meetings:** October 5, 2026

**Proposed Motion:** Approval
In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council approve a Special Use Permit (SUP) submitted by Tyler Reaves for a Short-Term Rental located at 35 N. Marshall Street, identified by Tax Map 20A9-2-3-1.

Denial
In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council deny a Special Use Permit (SUP) submitted by Tyler Reaves for a Short-Term Rental located at 35 N. Marshall Street, identified by Tax Map 20A9-2-3-1.

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

Town of Front Royal
Department of Planning and Zoning
102 East Main Street
PO Box 1560
Front Royal, VA 22630

Main: 540.635.4236
Fax: 540.631.2727
planning@frontroyalva.com

Permit #: 26OO437
Fee Amount: $1200.00
Date Paid: 8/7/26
Date Received: 8/7/26

## SPECIAL USE PERMIT REQUEST FOR SHORT TERM RENTAL

**APPLICANT:**

NAME: Tyler Reaves PHONE: 540-222-9527

ADDRESS 35 N. Marshall St. Front Royal, VA. 22630

E-MAIL

**PROPERTY OWNER:**

NAME: Tyler Reaves PHONE: 540-222-9527

ADDRESS 35 N. Marshall St. Front Royal, VA, 22630

E-MAIL

**PROPERTY DESCRIPTION:**

PROPERTY ADDRESS 35 N. Marshall St., Front Royal, VA, 22630

TAX MAP 20A9 SECTION 2 BLOCK 3 LOT 1

SUBDIVISION NAME N/A

ZONING DISTRICT R-1 ACREAGE 0.192

SPECIFIC SPECIAL USE PERMIT REQUEST Special Use Permit to operate a short-term rental at 35 N. Marshall St.

☒ Whole house rental ☐ Partial rental, # of rooms rented

☒ Primary Residence ☐ Secondary Residence

**ATTACHMENTS:** The following *must* be submitted with the application. Additional information may be required depending on the nature of the request.

☑ Survey plat or sketch to scale of property showing all **existing** improvements, parking and refuse area and property boundaries.

☑ Provide a map of area attractions

☐ Provide proof that notification to operate was sent to the HOA, if applicable No N/A

☑ Complete management plan.

☑ Written consent given to the Town to inspect for compliance.

☑ Emergency dwelling evacuation diagram (posted in each bedroom)

☐ Application fee of $1200.00

RECEIVED
AUG 07 2026
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

*Revised 7/3/2025*

**IN CASE OF AN EMERGENCY**

If there is an emergency, or there are questions in regard to the property, please contact (owner) Tyler Reaves at (phone number) 540-222-9527 or (property manager) Ava Reaves at (phone number) 540-905-3414.

If the emergency requires immediate assistance, please call the following or 911.

**Front Royal Police Department:** 540-635-2111 or 911, 900 Monroe Ave, Front Royal, VA 22630

**Front Royal Fire Department:** 540-635-2540 or 911, 221 N Commerce Ave, Front Royal, VA 22630
**If no answer please call the Warren County Sherrif's Department: 540-635-4128 or 911

**Front Royal Fire & Rescue:** 540-635-3830 or 911, 200 Skyline Vista Drive, Front Royal, VA 22630

**Warren Memorial Hospital:** 540-636-0300 or 911, 351 Valley Health Way, Front Royal, VA 22630

**Electrical Outage:** 540-635-3027, 1101 Manassas Avenue, Front Royal, VA 22630. Outages may be reported online at https://www.frontroyalva.com/FormCenter/Energy-Services-6/Report-Electric-Problem-46.

Emergency/afterhours 540-635-2111

**OCCUPANCY**

The Special Use Permit limits the occupancy for this short-term rental at 8 People and 4 Bedrooms.

**NOISE**

It shall be a violation of Chapter 106 of the Front Royal Town Code for any person, without compelling reason, to make noise that by reason of its volume, pitch, duration, or repetition, considering the time of day, is likely to disturb the rest of any person of ordinary sensibilities or interfere with such person's lawful and peaceful enjoyment of property owned or rented by him.

**PARKING**

Minimum available parking is 4 vehicle(s) in the driveway.

**TRASH AND RECYCLING**

All trash and recycling shall be placed in containers provided by the owner.

- Trash receptacles are located (Clarify location of trash bags and receptacles)

Trash receptacles are located next to the shed
Trash bags are located under kitchen sink

- Trash is collected (State the day of the week trash is picked up by the Town and where the container is to be placed on trash day

Every Thursday
Put out Wednesday night and put back (next to shed) Thursday evening

*Revised 7/3/2025*

## CHECK-IN & CHECK-OUT

Provide details

Check-In: 3:00 PM - Keyless smart lock entry; code provided prior to arrival

Check-Out: 10:00 AM - Please ensure all windows & door are locked, dishes are cleaned, thermostat is set to °F, trash is disposed of in outdoor recepetacles

## WIFI/PHONE/ETC

Provide details for special amenities if available

Wifi Network - Reaveswifi
Wifi Password - Bella888
Smart TVs with streaming capabilities, Central HVAC (thermostat located in living room/hall), fully equipped Kitchen, covered porch, firepit, fenced in area. Cell service is strong for most carriers.

## SPECFIC PROPERTY DETAILS

Provide details regarding acreage, landscape, property boundaries (no trespassing notice), unique characteristic, warnings, kitchen use, house amenities, HVAC, etc.

Lot is 0.19 acres, fenced in side yard & fence along the back of property about halfway, central heating & air - digital thermostat located in the main living area; fully equipped Kitchen which includes: stove, microwave, coffee station, dishwasher, dishes; driveway for parking x4 vehicles & street parking on N. Marshall St.

## AREA ATTRACTIONS

Provide a map of area attractions

- Attractions: i.e., Shenandoah National Park, Shenandoah River State Park, Skyline Caverns, Golf Courses, Canoe Companies
- Groceries & Convenience: i.e., Walmart, Target, Martins, CVS
- Restaurants
- Wineries & Breweries

## SPECFIC PROPERTY REGULATIONS

May be dictated by approved conditions or owner preference, examples below

- No shooting of firearms
- No outdoor fire burning
- No fireworks

No shooting of firearms; pets must be leashed while outside; no smoking inside; outdoor fire burning in firepit only; do not leave fire or candles unattended
Quiet hours are 10pm - 7am - respect neighboring residents by keeping outdoor noise to a minimum

*Revised 7/3/2025*

**As per Town Code Chapter 175-3 "Definitions"**

Short-term rental- means the provision of a room or space that is suitable for, intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 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 § 15.2-983, as amended, of Virginia State Code.

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.

Short-term rentals shall be permitted in all Zoning Districts by Special Use Permit and shall at a minimum meet the following requirements:

A. The short-term rental owner of a dwelling unit to be used for a short-term rental shall apply for a Special Use Permit through the Department of Planning and Zoning and receive approval from Town Council prior to utilizing the dwelling unit as a short-term rental. Town Council may impose conditions necessary to mitigate adverse effects of the use on neighboring properties.

B. The one-time application fee shall be $1200.00.

C. Staff will conduct an inspection prior to the issuance of the Special Use Permit approval. Additional inspections will be conducted on a complaint basis to ensure compliance with the performance standards listed in this section, along with any additional conditions imposed by Town Council, if applicable.

D. The maximum number of occupants in the dwelling unit shall be determined by the number of bedrooms; there shall be no more than two (2) adults per bedroom. However, the maximum number of occupants shall not exceed 10 people unless approved by Council.

E. Parking for the use shall be located in driveways or other designated and approved parking areas.

F. There shall be no visible evidence of the conduct of such short-term rentals on the outside appearance of the property.

G. A fire extinguisher shall be provided and visible in all kitchen and cooking areas; smoke detectors shall be installed in all locations as identified in the current Uniform Statewide Building Code; and a carbon monoxide detector must be installed on each floor in every dwelling.

H. The owner of the dwelling used for short-term rentals shall give the Town written consent to inspect any dwelling used for short-term rental to ascertain compliance with all the above performance standards upon a twenty-four-hour notice.

I. A property management plan demonstrating how the short-term rental will be managed and how the impact on neighboring properties will be minimized shall be submitted for review and approval as part of the permitting process to the Planning Department. The plan shall include local points of contact available to respond immediately to complaints, clean up garbage, manage unruly tenants and utility issues, etc. It shall also be posted in a visible location in the short-term rental. The contact numbers shall be provided to Town staff, public safety officials and, if applicable, the HOA of the subdivision. The plan must be provided as part of the rental contract.

J. If the property is located within a subdivision governed by a homeowners' association, the Planning Department must receive proof that a notification to operate the short-term rental was sent to the HOA.

*Revised 7/3/2025*

K. The owners of the rental shall provide an emergency evacuation plan for the dwelling and the neighborhood.

L. A copy of Chapter 106 of the Town of Front Royal Code relative to noise must be provided at the short-term dwelling.

M. All outdoor burning shall be in compliance with Chapter 78 of the Town of Front Royal Code.

N. Failure to comply with the approved conditions and/or supplemental regulations will subject the permit to revocation by the Zoning Administrator at any time.

Property Owner's Signature: Tyler Reaves

**CERTIFICATION:**

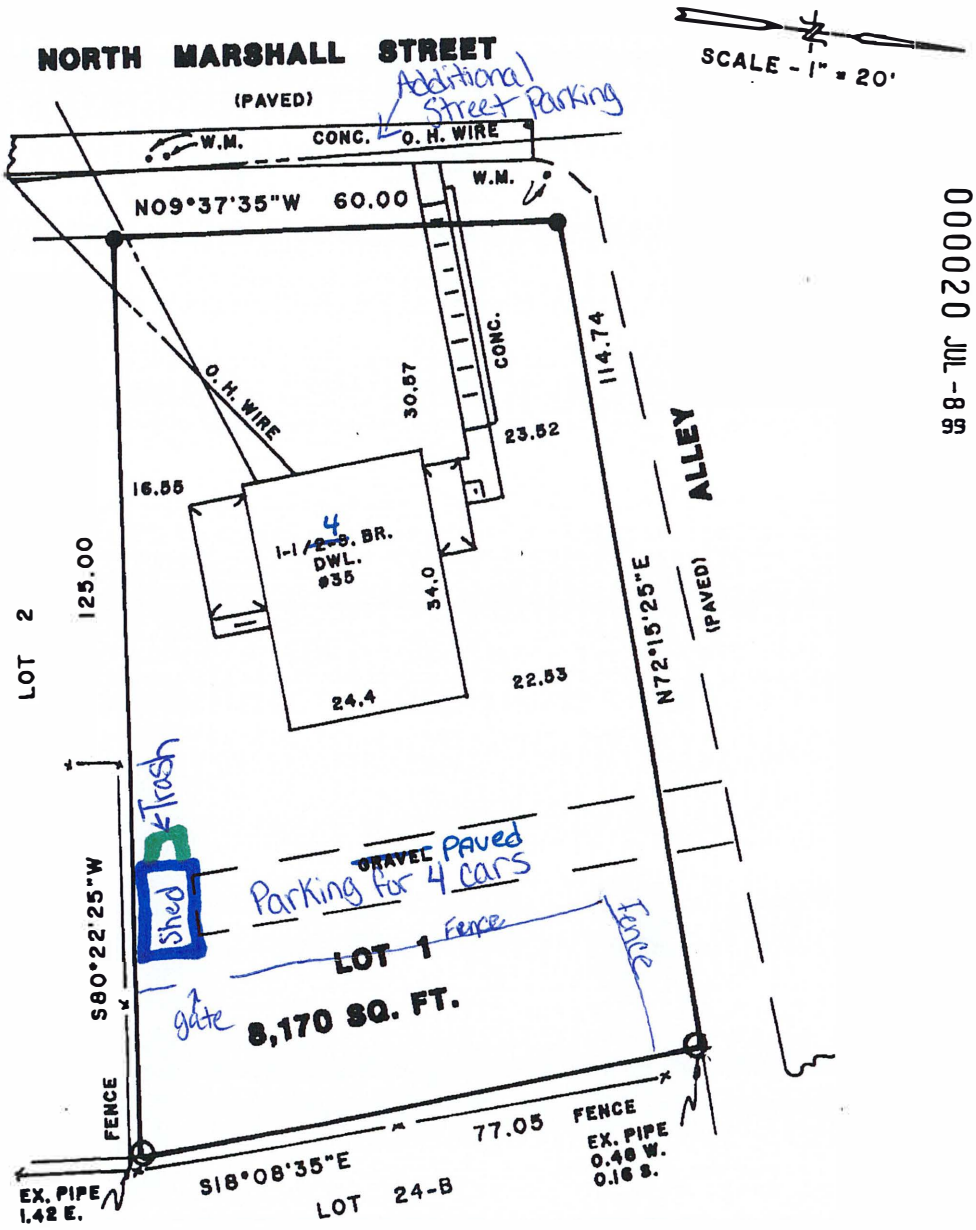
I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Signature Tyler Reaves Date 8-6-2026

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

*Revised 7/3/2025*

WARREN COUNTY, VIRGINIA
LAND RECORDS
000020 JUL-8 99




SCALE - 1" = 20'

● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE
NOTE -PARCEL IN FLOOD ZONE X PER HUD MAPS.

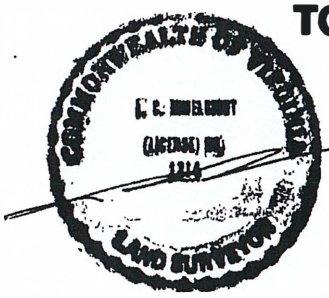
DERIVATION OF TITLE -MARY LEE KING D. B. 360, PG. 3.

SURVEY OF LOT 1, BLOCK 3, STONEWALL HEIGHTS
RECORDED IN P. B. 1, PG. 126 AND 127.

HAPPY CREEK MAGISTERIAL DISTRICT

WARREN COUNTY

# TOWN OF FRONT ROYAL, VIRGINIA

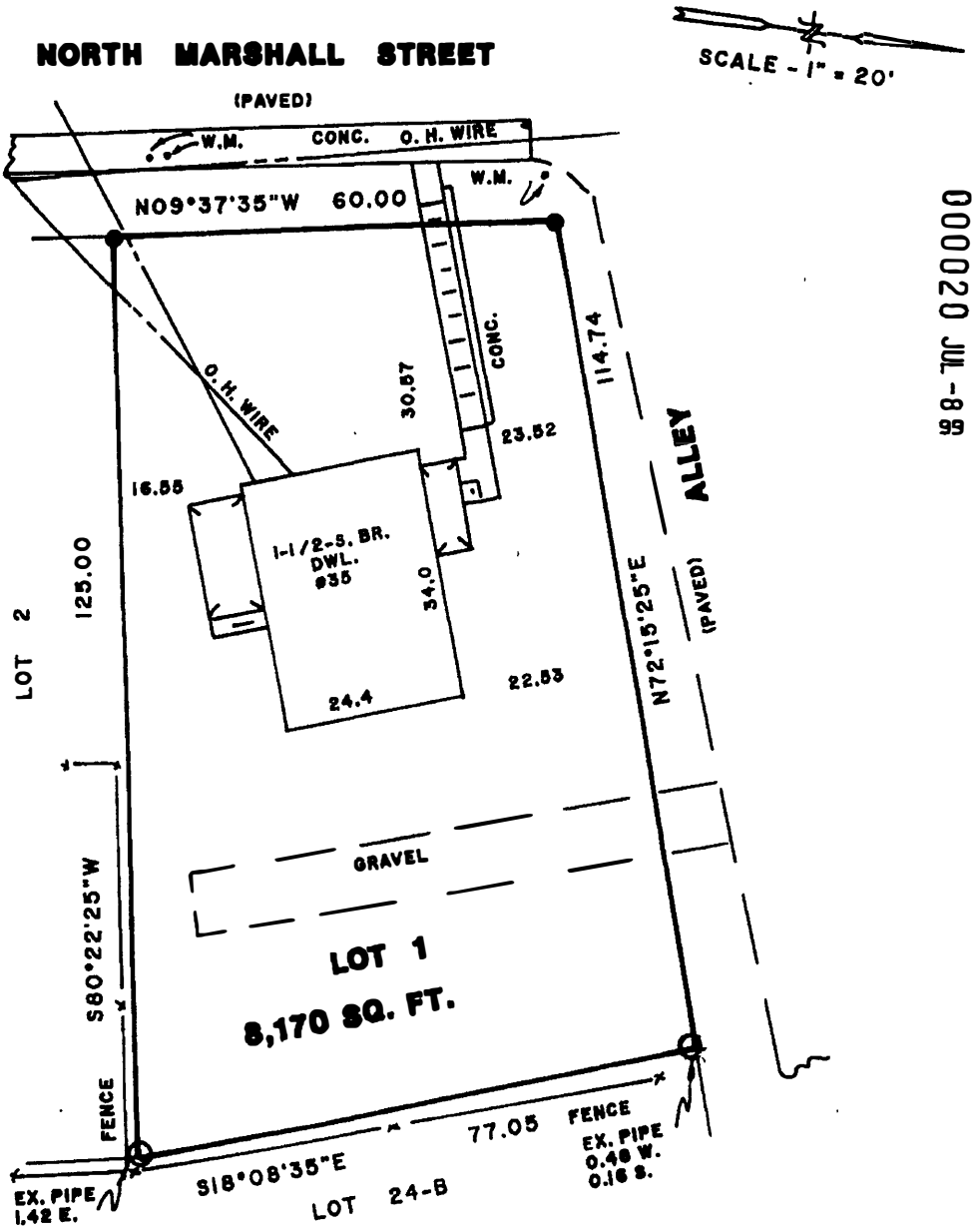



PREPARED BY

LARRY C. HIMELRIGHT P. C.
PROFESSIONAL LAND SURVEYOR
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

JUNE 12, 1999

WARREN COUNTY, VIRGINIA
LAND RECORDS
000020 JUL -8 99




● DENOTES IRON PIN SET
○ DENOTES EXISTING PIN OR PIPE
NOTE -PARCEL IN FLOOD ZONE X PER HUD MAPS.

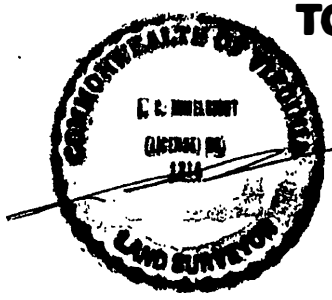
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SURVEY OF LOT I, BLOCK 3, STONEWALL HEIGHTS
RECORDED IN P. B. I, PG. 126 AND 127.

HAPPY CREEK MAGISTERIAL DISTRICT

WARREN COUNTY

# TOWN OF FRONT ROYAL, VIRGINIA




PREPARED BY

LARRY C. HIMELRIGHT P. C.
PROFESSIONAL LAND SURVEYOR
694 RED BUD ROAD, STRASBURG, VA.
PHONE 465-8767

JUNE 12, 1999

## PLANNING COMMISSION REGULAR MEETING
## AGENDA STATEMENT

### Meeting Date: September 16, 2026

**Public Hearing Item 1: 2600437** – A Special Use Permit Application to allow a Short-Term Rental, as defined in Town Code §175-3, submitted by Tyler Reaves, and located at 35 N. Marshall Street, identified by Tax Map 20A9-2-3-1. The property is zoned R-1, Residential District.

Recommendation of Approval ✓
Recommendation of Denial _____
Postponed _____

***Vice Chairman Marrazzo moved, seconded by Commissioner Brooks that In furtherance of the purposes and objectives contained in Town Code §175-1(B), the Planning Commission forward a recommendation of approval for Special Use Permit #2600437 for a Short-Term Rental at 35 N. Marshall Street, identified by tax map 20A9-2-3-1 for Tyler Reaves.***

---

*Moved* MARRAZZO *Seconded* Brooks

*Marshner* yes *Marrazzo* yes *Neel* yes *Brooks* yes *Fedoryka* Absent

**CERTIFIED by the Planning Commission**

Chairman Neel

Town of Front Royal, Virginia

# Planning Commission Monthly Meeting Agenda

☐ Consent Action ☐ Administrative Action ☑ Public Hearing ☐ Discussion

**Agenda Item:** Special Use Permit – Short-Term Rental #2600437

**MEETING DATE:** September 16, 2026

**SUMMARY:** A Special Use Permit application has been submitted for a Short-Term Rental located at 35 N. Marshall Street. The applicant intends to rent the house as a whole, with four (4) bedrooms and no more than eight (8) occupants at a time.

Letters were sent to the adjoinng property owners notifying them of this public hearing.

**STAFF RECOMMENDATION:** Staff completed an inspection on September 1, 2026 and found the interior in compliance with Town Code §175-151.

Staff recommends approval with no additional conditions.

**DRAFT MOTION:**

*"In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that the Planning Commission forward a recommendation of approval for Special Use Permit #2600437 for a Short-Term Rental at 35 N. Marshall Street, identified by tax map 20A9-2-3-1 for Tyler Reaves ."*

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

*"I move that the Planning Commission forward a recommendation of denial for Special Use Permit #2600437 for a Short-Term Rental at 35 N. Marshall Street, identified by tax map 20A9-2-3-1 for the following reasons: _____"*

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

**PLANNING COMMISSION ACTION:**

*Moved _____ Seconded _____*

*Marshner _____ Marrazzo _____ Neel _____ Fedoryka _____ Brooks _____*

☐ Approved ☐ Approved w/ Conditions ☐ Denied ☐ Other

**TOWN OF FRONT ROYAL**
**DEPARTMENT OF PLANNING & ZONING**

**Planning Commission Regular Meeting**
**September 16, 2026**

| **APPLICATION #:** | **APPLICANT:** |
|---|---|
| Special Use Permit Application #2600437 | Tyler Reaves |

**APPLICATION SUMMARY:**

A Special Use Permit application has been submitted for a Short-Term Rental located at 35 N. Marshall Street. The applicant intends to rent the house as a whole, with four (4) bedrooms and no more than eight (8) occupants at a time. The driveway is located off a Town alley that provides at least four (4) off-street parking spaces.

Staff completed an inspection on September 1, 2026 and found the interior in compliance with Town Code § 175-151. A complete Management Plan with a copy of Chapter 106 of Town Code (Noise Ordinance) was available on-site. Emergency Dwelling Evacuation Diagrams were posted in each bedroom and Smoke Detectors/Carbon Monoxide Detectors were installed per the Uniform Statewide Building Code. Letters were sent to the adjoinng property owners notifying them of this public hearing.

**GENERAL INFORMATION**:

| | |
|---|---|
| *Site Addresses* | 35 N. Marshall Street |
| *Owner(s)* | Tyler Reaves |
| *Zoning District* | R-1, Residential District |
| *Historic District* | No |
| *Tax Identification* | Tax Map #20A9-2-3-1 |

***Aerial Map (Front Royal GIS) – 35 N. Marshall Street***



***35 N. Marshall Street - Street View***



***35 N. Marshall Street - Off-Street Parking***



**STAFF RECOMMENDATION:** Staff recommends approval with no condtions.

**ATTACHMENTS:** Application and supporting documents.

# Short-Term Rental Property Management Plan

**35 N. Marshall Street, Front Royal, Virginia**

**Property Owner:**
**Tyler Reaves**

**Property Address:**
**35 N. Marshall Street**
**Front Royal, VA**

**Property Type: Single-family residential home**
**Proposed Use: Whole-house short-term rental accommodation**

## 1. Purpose of Short-Term Rental

**The purpose of this short-term rental is to provide visitors with a safe, comfortable, and well-maintained place to stay while visiting Front Royal and the surrounding Shenandoah Valley region.**

**The property will be operated responsibly with consideration for neighboring residents, community standards, and the character of the surrounding residential area.**

**The home is located near downtown Front Royal and will be maintained and improved while being used as a short-term rental.**

## 2. Property Description

**The home was built in the 1940s featuring:**

* **Four legal bedrooms**
* **One full bathroom**
* **Approximately 816 square feet of finished living space**
* **Two bedrooms located upstairs**
* **Two bedrooms located on the main level**
* **Central heating and air conditioning**
* **Supplemental cooling available for upstairs comfort**
* **Small fenced sideyard**
* **Back porch area**
* **Corner lot**

**The property will be rented as an entire-home short-term rental.**

**3. Occupancy Management**

**The property will be marketed primarily toward:**

*** Families**
*** Couples traveling together**
*** Visitors exploring Shenandoah National Park**
*** Hiking and outdoor recreation guests**
*** Winery and weekend travelers**
*** Wedding/event guests visiting the Front Royal area**

**The expected guest capacity will be limited to a reasonable number to maintain guest comfort and minimize impacts on neighbors.**

**Maximum occupancy will comply with all Town requirements.**

**4. Guest Screening and Booking Procedures**

**Guests will be required to:**

*** Provide accurate booking information**
*** Agree to all house rules before arrival**
*** Provide a valid form of identification through the booking platform when required**
*** Confirm the number of guests staying at the property**

**The property will not allow unauthorized guests, parties, or events.**

**5. Noise and Neighbor Considerations**

**The owners are committed to being responsible members of the neighborhood.**

**Guests will be informed of:**

*** Quiet hours**
*** Respect for neighbors**
*** No excessive noise**
*** No parties or events**
*** No disruptive behavior**

**Quiet hours will be observed from 10:00 PM to 7:00 AM unless otherwise required by local regulations.**

## 6. Parking Plan

The property provides adequate parking for guests.

Parking plan:

* Guests will use the private driveway whenever possible.
* The driveway can accommodate approximately four vehicles.
* Additional vehicles may be accommodated depending on parking arrangement.
* Street parking may be used where legally permitted.

Guests will be instructed not to block sidewalks, neighboring properties, or access points.

## 7. Trash and Property Maintenance Plan

The property will be maintained regularly to ensure cleanliness and safety.

Management responsibilities include:

* Trash removal according to local requirements
* Routine lawn and exterior maintenance
* Cleaning between guest stays
* Restocking necessary guest supplies
* Addressing maintenance issues promptly

Guests will receive instructions regarding trash disposal and property care.

## 8. Cleaning and Turnover Procedures

After each guest stay:

* The property will be professionally cleaned or cleaned by the property management team.
* Linens and towels will be washed and replaced.
* Bathrooms and kitchen areas will be sanitized.
* Supplies will be replenished.
* The property will be inspected before the next guest arrival.

**9. Emergency Contact and Management**

**A local contact will be available to respond to guest concerns, maintenance issues, or emergencies.**

**Primary Contact:**

**Name:**
**Ava Reaves**

**Phone:**
**540.905.3414**

**The property owners will respond promptly to concerns involving the property or guests.**

**10. Safety Plan**

**The property will maintain required safety features, including:**

*** Working smoke detectors**
*** Carbon monoxide detectors as required**
*** Fire extinguisher(s)**
*** Clearly marked emergency exits**
*** Emergency contact information available to guests**

**Guests will receive safety instructions upon arrival.**

**11. Basement Access and Owner Storage**

**The unfinished basement area will remain private and will not be included as guest-accessible space.**

**The basement will be used for owner storage, maintenance supplies, and operational needs.**

**Access will be limited to property owners or authorized management personnel.**

**12. Pet Policy**

If pets are permitted, guests will be required to follow pet guidelines, including:

* Cleaning up after pets
* Preventing damage to the property
* Following neighborhood rules
* Keeping pets controlled while outside

The fenced yard will provide a safe outdoor area for approved pets.

13. Commitment to Responsible Operation

The owners are committed to operating this short-term rental responsibly and respectfully.

The property will be maintained to protect the quality of life of surrounding residents while providing visitors with a safe and enjoyable experience in Front Royal.

The owners will comply with all applicable Town regulations, permit requirements, and safety standards.

Owner Signature: Tyler Rimes

Date: 8-6-2026

**Short-Term Rental Parking Plan**

**35 N. Marshall Street, Front Royal, Virginia**

**Property Parking Overview**

**The property provides adequate parking for the proposed short-term rental use.**

**Available Parking:**

*** Private driveway parking is available for guests.**
*** The driveway can accommodate approximately four vehicles under normal parking conditions.**
*** Additional vehicles may be accommodated with careful parking arrangement.**
*** Street parking may be available where legally permitted.**

**Guest Parking Rules:**

**Guests will be instructed to:**

*** Park only in designated areas.**
*** Keep vehicles off sidewalks and neighboring properties.**
*** Avoid blocking driveways, mailboxes, or access points.**
*** Respect surrounding residents and maintain a quiet neighborhood environment.**

**Parking Management:**

**The property owner/property manager will communicate parking instructions to guests before arrival. Guests will be provided with clear check-in information explaining where vehicles should be parked.**

**The goal is to ensure guest convenience while minimizing any impact on neighboring properties.**

**Owner:Tyler Reaves**
**Manager:Ava Reaves**
**Phone: Tyler-(540)222-~~9872~~ 9527**
**Ava-(540)905-3414**

**Date:** 9-6-2026

**Short-Term Rental Guest House Rules**

**35 N. Marshall Street, Front Royal, Virginia**

**Welcome to our home! We want every guest to enjoy a comfortable stay while respecting our neighbors and the community.**

**General Rules**

**Guests agree to:**

*** Treat the home and furnishings with care.**
*** Follow all posted safety instructions.**
*** Respect quiet hours and surrounding neighbors.**
*** Report any damage or maintenance concerns promptly.**
*** Follow all local laws and regulations.**

**Quiet Hours**

**Quiet hours are from:**

****10:00 PM – 7:00 AM****

**Guests should keep noise levels low during these hours and be considerate of nearby residents.**

**No Parties or Events**

**The property is not available for:**

*** Parties**
*** Large gatherings**
*** Events**
*** Unauthorized guests beyond the approved reservation**

**Occupancy**

**Only registered guests included on the reservation may stay overnight.**

**The number of guests may not exceed the approved occupancy limit.**

**Parking**

**Guests must:**

* Use the designated driveway parking area.
* Avoid blocking sidewalks, neighboring properties, or access areas.
* Follow all parking instructions provided by the host.

Trash

Guests should:

* Dispose of trash according to provided instructions.
* Keep outdoor areas clean.
* Avoid leaving trash outside unless instructed.

Pets

If pets are approved:

* Guests must clean up after pets.
* Pets must be controlled while outside.
* Guests are responsible for any pet-related damage.

Smoking

Smoking is not permitted inside the home.

Basement/Private Areas

The unfinished basement is a private owner area and is not included in guest access.

Guests should not enter restricted areas.

Thank You

Thank you for helping us maintain a welcoming home and being respectful members of the Front Royal community. We hope you enjoy your stay and the beauty of the Shenandoah Valley.

Host Contact:

Name: Ava Reaves

Phone: 540-905-3414

**Short-Term Rental Emergency Contact Plan**

**35 N. Marshall Street, Front Royal, Virginia**

**Property Emergency Contact Information**

**Property Owner:**

**Name:**
**Tyler Reaves**

**Phone:**
**540-222-9527**

**Local Property Manager/Contact:**

**Name:**
**Ava Reaves**

**Phone:**
**540-905-3414**

**Emergency Procedures**

**Guests will be provided with emergency information upon arrival, including:**

* **Emergency contact information**
* **Location of fire extinguisher(s)**
* **Smoke detector and carbon monoxide detector information**
* **Emergency exit instructions**
* **Local emergency service information**

**Response Plan**

**The property owner or designated manager will respond promptly to:**

* **Guest concerns**
* **Maintenance issues**

* Safety concerns
* Neighborhood complaints related to the property

Emergency situations requiring immediate assistance should be directed to the appropriate emergency services by calling 911.

The property owner is committed to maintaining a safe environment for guests and minimizing impacts on surrounding residents.

Owner Signature: _____

Date: 8-6-2026

Statement of Justification

Request for Special Use Permit – Short-Term Rental

35 N. Marshall Street, Front Royal, Virginia

Applicant/Owner: Tyler Reaves

## Property Address:

35 N. Marshall Street
Front Royal, Virginia

The applicant respectfully requests approval of a Special Use Permit to operate a whole-house short-term rental at 35 N. Marshall Street in Front Royal, Virginia.

The property is a residential home built in the 1940s and is located near the downtown Front Royal area. The proposed short-term rental use is intended to provide visitors with a safe, comfortable, and well-maintained lodging option while preserving and improving the existing residential property.

The property contains four legal bedrooms and one full bathroom and will be operated as an entire-home short-term rental. The anticipated guests will primarily include families, couples traveling together, visitors exploring the Shenandoah Valley, outdoor recreation visitors, and guests attending events in the surrounding area.

The applicant intends to operate the property responsibly and in a manner that is compatible with the surrounding neighborhood. The property will be managed with clear guest rules, occupancy limits, parking instructions, quiet hours, and responsible maintenance practices to minimize impacts on neighboring properties.

The property provides adequate parking through a private driveway capable of accommodating multiple vehicles, with additional street parking available where permitted. Guests will receive clear parking instructions to ensure vehicles do not interfere with sidewalks, neighboring properties, or public access.

The applicant will maintain the property to a high standard by completing necessary updates and improvements, including improvements to the interior spaces, guest accommodations, safety features, and outdoor areas. These improvements will help preserve a historic Front Royal home while providing a quality lodging option for visitors.

The proposed short-term rental will contribute positively to the local economy by bringing visitors to Front Royal who may support local restaurants, shops, outdoor recreation businesses, wineries, and other area attractions. The property's location

provides visitors with convenient access to the amenities and natural resources that make the Shenandoah Valley a desirable destination.

The applicant understands the importance of being a responsible neighbor and will take proactive measures to address concerns related to noise, parking, trash, and property maintenance. A local contact will be available to respond promptly to guest questions or any property-related concerns.

The requested Special Use Permit will allow the applicant to responsibly operate a short-term rental while maintaining the character of the neighborhood and preserving the quality of the surrounding community.

For these reasons, the applicant respectfully requests approval of the Special Use Permit for a short-term rental use at 35 N. Marshall Street, Front Royal, Virginia.

Applicant Signature: _____

Date: 8-6-2026

**CONSENT TO INSPECT PROPERTY FOR SHORT-TERM RENTAL COMPLIANCE**

**Property Address:**
35 N. Marshall Street
Front Royal, VA 22630

**Owner(s):** Tyler R

**Date:** 8-6-2026

To Whom It May Concern,

I, the undersigned owner of the property located at **35 N. Marshall Street, Front Royal, Virginia**, hereby grant permission to the Town of Front Royal, its employees, agents, inspectors, or authorized representatives to enter and inspect the above-referenced property for the purpose of determining compliance with all applicable Short-Term Rental requirements.

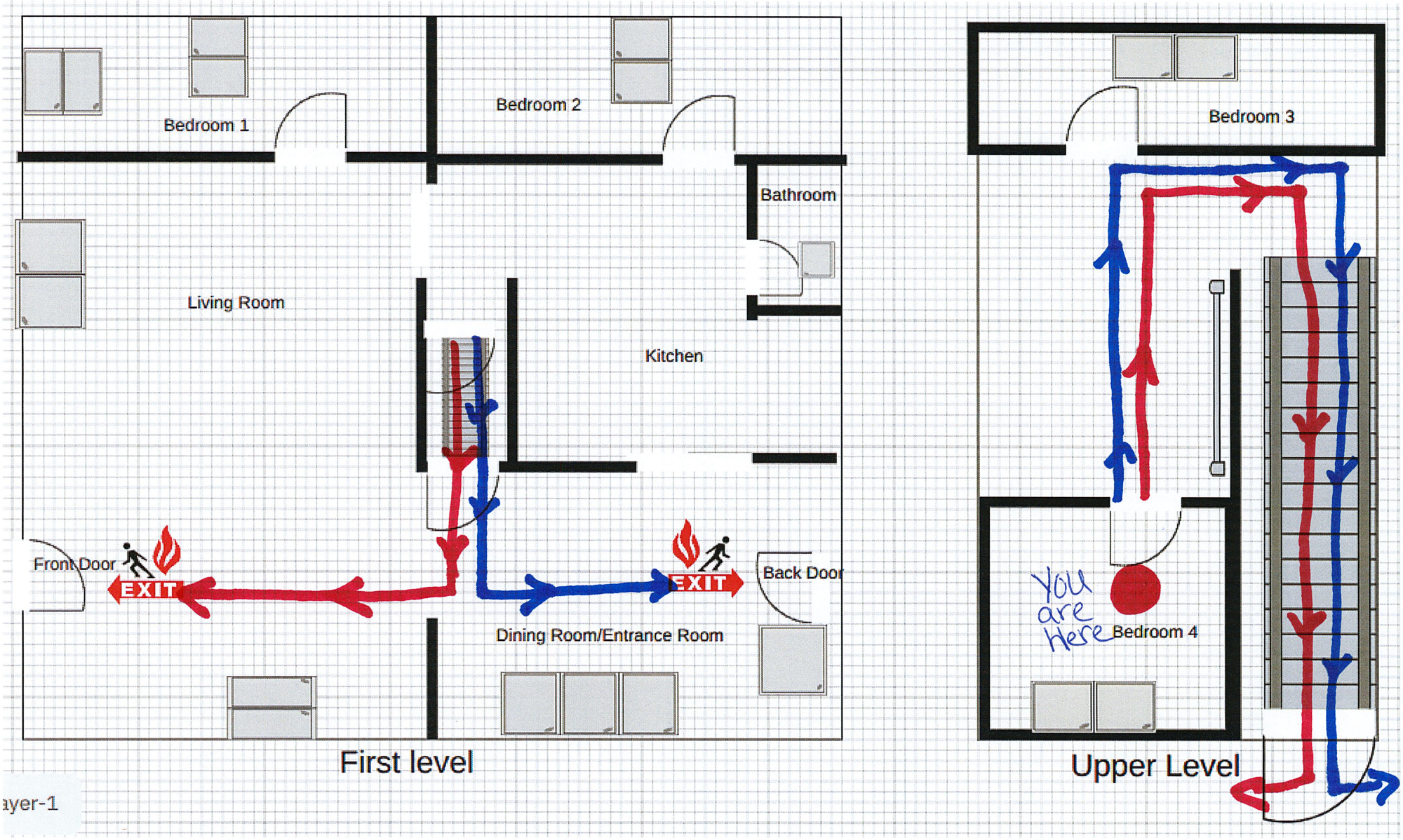
I understand that reasonable notice will be provided to me ,the owner, prior to the inspection(s).

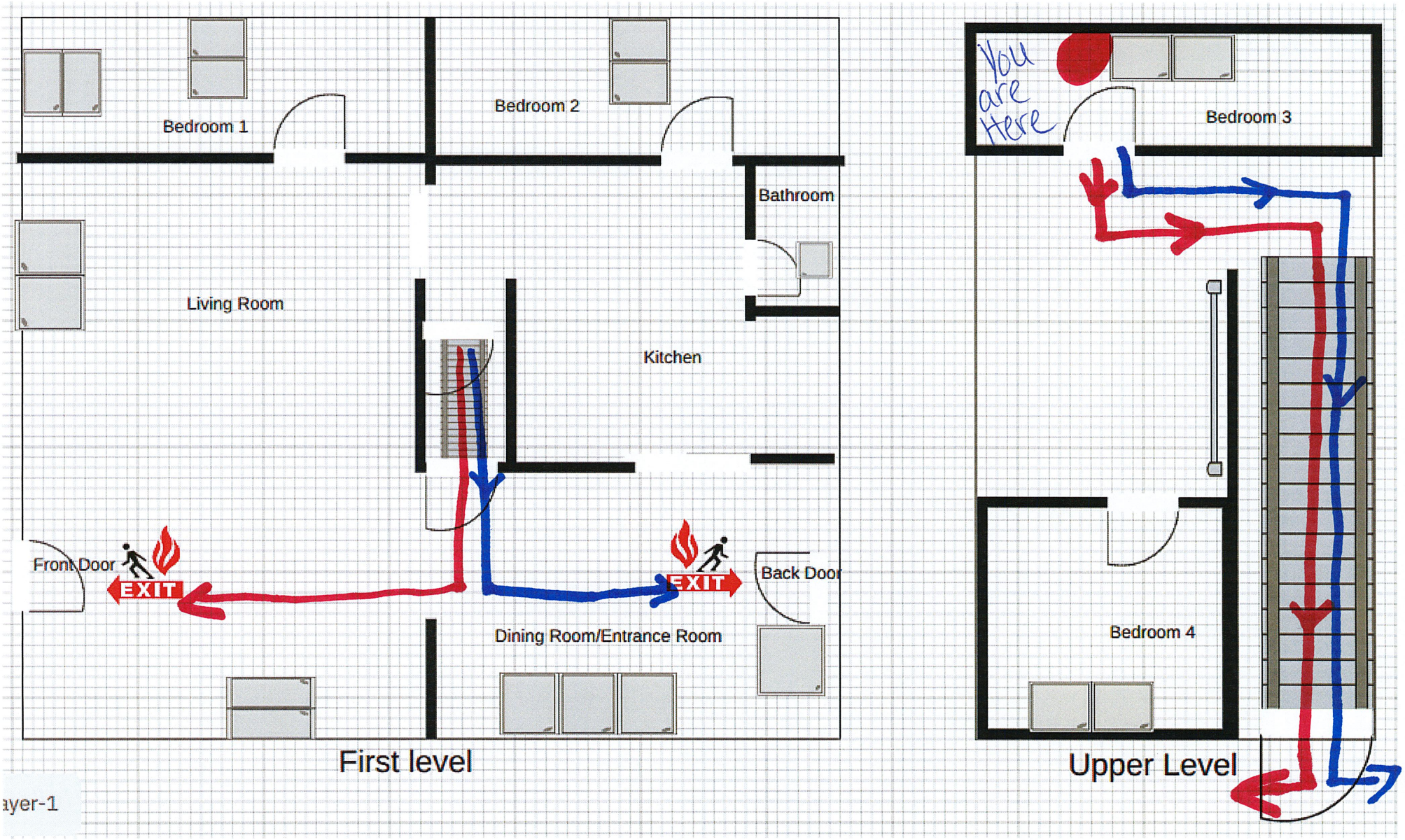
Property Owner Signature: Tyler R

Printed Name: Tyler Reaves

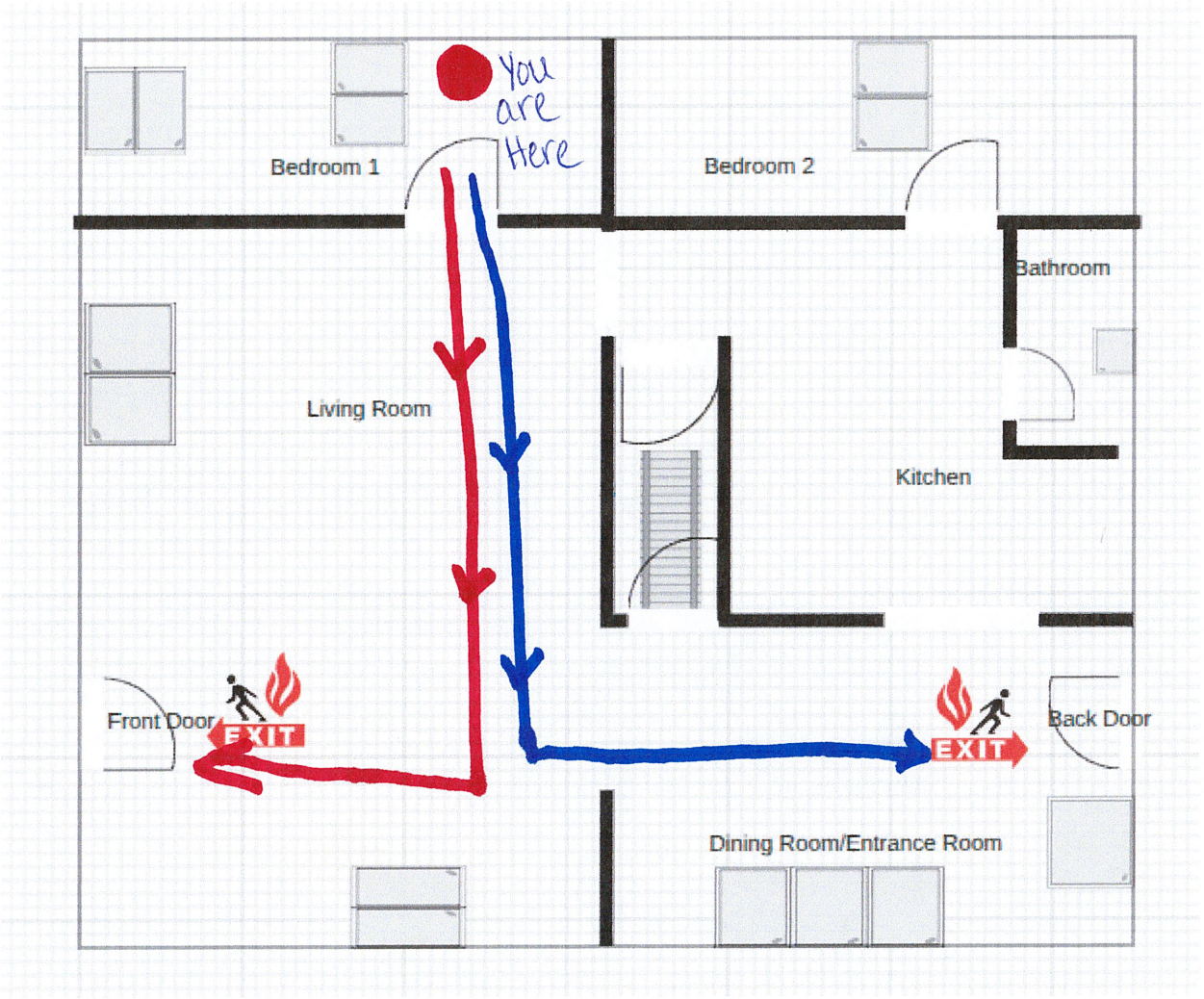
Date: 8-6-2026

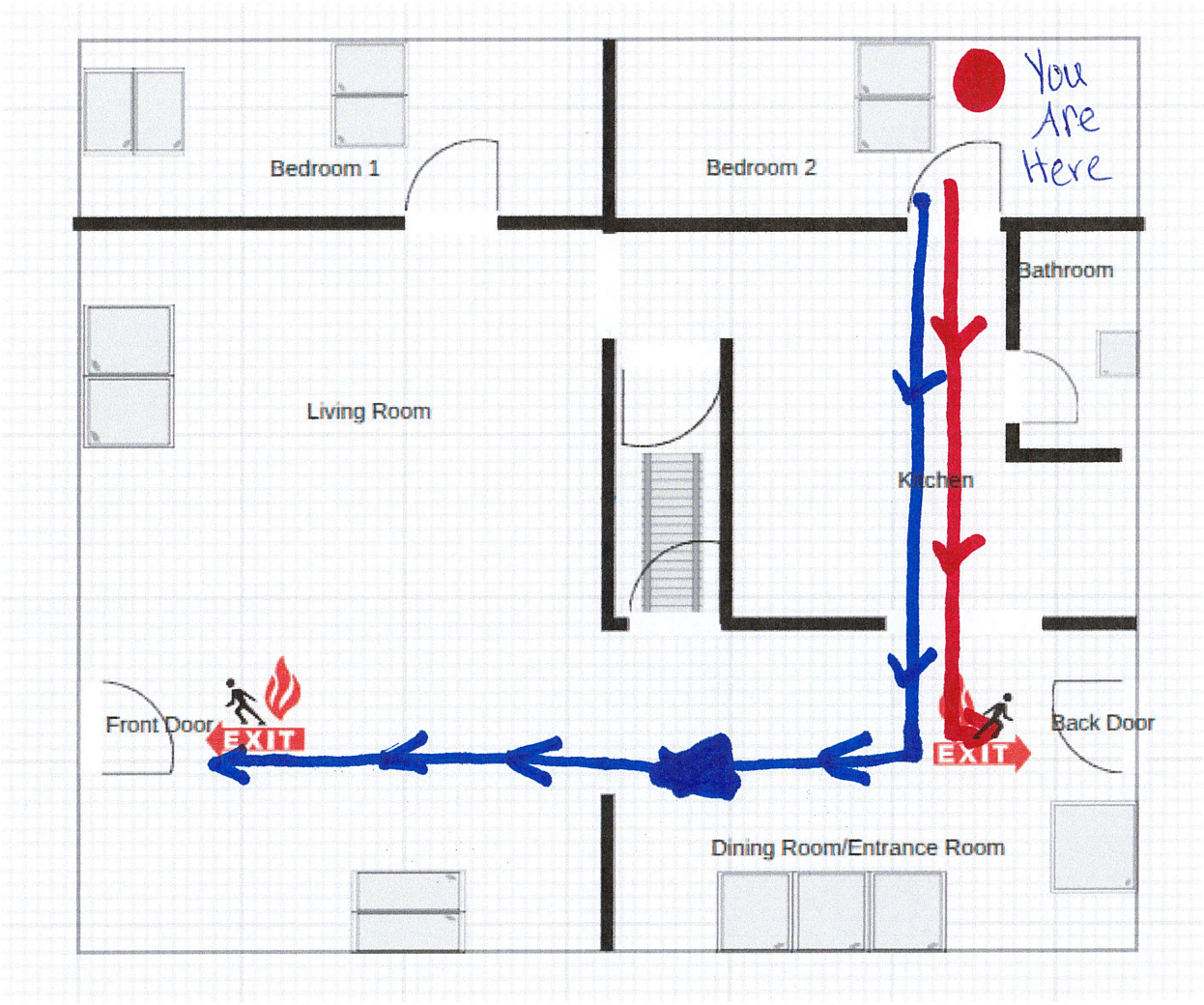
Phone: (540)222-9527


Bedroom 1
Bedroom 2
Bathroom
Living Room
Kitchen
Front Door
EXIT
EXIT
Back Door
Dining Room/Entrance Room
First level
Bedroom 3
You are Here
Bedroom 4
Upper Level


Bedroom 1
Bedroom 2
Bathroom
Living Room
Kitchen
Front Door
EXIT
EXIT
Back Door
Dining Room/Entrance Room
First level
You are Here
Bedroom 3
Bedroom 4
Upper Level

ayer-1


You are Here
Bedroom 1
Bedroom 2
Bathroom
Living Room
Kitchen
Front Door
EXIT
EXIT
Back Door
Dining Room/Entrance Room


You Are Here
Bedroom 1
Bedroom 2
Bathroom
Living Room
Kitchen
Front Door
EXIT
EXIT
Back Door
Dining Room/Entrance Room


Welcome to
FRONT ROYAL
& SURROUNDING ATTRACTIONS
Adventure. Nature. History. Small Town Charm.
NATURE & OUTDOORS
1 Shenandoah National Park Skyline Drive Entrance
2 Dickey Ridge Visitor Center
3 Shenandoah River Access Canoeing, Kayaking, Fishing
4 Front Royal Outdoors Kayaking, Tubing, Rafting
5 Appalachian Trail Access
ATTRACTIONS & HISTORY
6 Skyline Caverns
7 Warren Rifles Confederate Museum
8 Historic Downtown Front Royal Shops, Restaurants, Events
WINERIES & BREWERIES
9 Reitanos Vineyard
10 Rappahannock Cellars
11 Glen Manor Vineyards
12 North Mountain Vineyard
13 Chester Gap Cellars
14 Vibrissa Beer – Downtown
DOWNTOWN & SHOPPING
15 Front Royal Town Square Shopping, Dining, Local Boutiques
16 Local Eateries & Breweries
Things to Do All Year
Hiking
Scenic Drives
Wineries
Paddling
History
Shopping
Local Events
SHENANDOAH NATIONAL PARK
Skyline Drive Entrance
DICKEY RIDGE VISITOR CENTER
APPALACHIAN TRAIL ACCESS
SKYLINE CAVERNS
YOUR AIRBNB
35 N. Marshall St
Front Royal, VA
Shenandoah River
Front Royal
NORTH MOUNTAIN VINEYARD
REITANOS VINEYARD
VIBRISSA BEER DOWNTOWN
FRONT ROYAL OUTDOORS
GLEN MANOR VINEYARDS
CHESTER GAP CELLARS
FRONT ROYAL TOWN SQUARE
340
522
66
N
MAP LEGEND
Your Airbnb
Nature & Outdoors
Attractions & History
Wineries & Breweries
Downtown & Shopping
Water Activities
Hiking / Trails
Thank you for staying with us!
We hope you enjoy your visit to beautiful Front Royal!

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 7.D.

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

**Summary:** The Town's consideration of a data center zoning ordinance has included extensive research by staff and outside legal counsel regarding regulatory approaches adopted by other Virginia localities, stakeholder engagement, and multiple public meetings. 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. This moratorium was extended on September 28, 2026.

Planning Commission approved a recommendation on July 29, 2026.

Pursuant to Virginia Code 15.2-2285, before approving and adopting any zoning ordinance or amendment thereof, the governing body shall hold at least one public hearing thereon, pursuant to public notice as required by § 15.2-2204, after which the governing body may make appropriate changes or corrections in the ordinance or proposed amendment.

**Budget/Funding:** N/A

**Meetings:** October 6, 2025
December 1, 2025
May 11, 2026
June 22, 2026
August 3, 2026
September 8, 2026

**Proposed Motion:** **Approval of Planning Commission Recommendations:** In furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code §175 – 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 Limit Industrial District (I-1), and the Industrial Employment District (I-2), as presented.

**Approval with appropriate changes or corrections in the ordinance or proposed amendment:** In furtherance of the purposes and objectives contained in Town Code §175-1(B), and finding that the public necessity, convenience, general welfare, and good zoning practice so require, I move that Council adopt zoning text amendments to Town Code Chapter 175, defining, Data Centers, redefining Technology Business, and prohibiting and excluding Data Centers in and from all zoning districts, as presented and as amended following the public hearing.

**Denial:** In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council deny the proposed zoning text amendments.

---

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

# 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.

**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.

**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

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.

**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

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.

**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.

**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.

**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.

**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.

**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

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.

**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:

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

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).

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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Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 22. Planning, Subdivision of Land and Zoning

## § 15.2-2285. Preparation and adoption of zoning ordinance and map and amendments thereto; appeal.

A. The planning commission of each locality may, and at the direction of the governing body shall, prepare a proposed zoning ordinance including a map or maps showing the division of the territory into districts and a text setting forth the regulations applying in each district. The commission shall hold at least one public hearing on a proposed ordinance or any amendment of an ordinance, after notice as required by § 15.2-2204, and may make appropriate changes in the proposed ordinance or amendment as a result of the hearing. Upon the completion of its work, the commission shall present the proposed ordinance or amendment including the district maps to the governing body together with its recommendations and appropriate explanatory materials.

B. No zoning ordinance shall be amended or reenacted unless the governing body has referred the proposed amendment or reenactment to the local planning commission for its recommendations. Failure of the commission to report 100 days after the first meeting of the commission after the proposed amendment or reenactment has been referred to the commission, or such shorter period as may be prescribed by the governing body, shall be deemed approval, unless the proposed amendment or reenactment has been withdrawn by the applicant prior to the expiration of the time period. The governing body shall hold at least one public hearing on a proposed reduction of the commission's review period. The governing body shall publish a notice of the public hearing in a newspaper having general circulation in the locality at least two weeks prior to the public hearing date and shall also publish the notice on the locality's website, if one exists. In the event of and upon such withdrawal, processing of the proposed amendment or reenactment shall cease without further action as otherwise would be required by this subsection.

C. Before approving and adopting any zoning ordinance or amendment thereof, the governing body shall hold at least one public hearing thereon, pursuant to public notice as required by § 15.2-2204, after which the governing body may make appropriate changes or corrections in the ordinance or proposed amendment. However, no land may be zoned to a more intensive use classification than was contained in the documentation made available for examination pursuant to subsection A of § 15.2-2204 without an additional public hearing after notice required by § 15.2-2204. Zoning ordinances shall be enacted in the same manner as all other ordinances.

D. Any county which has adopted an urban county executive form of government provided for under Chapter 8 (§ 15.2-800 et seq.) may provide by ordinance for use of plans, profiles, elevations, and other such demonstrative materials in the presentation of requests for amendments to the zoning ordinance.

E. The adoption or amendment prior to March 1, 1968, of any plan or ordinance under the authority of prior acts shall not be declared invalid by reason of a failure to advertise, give notice or conduct more than one public hearing as may be required by such act or by this chapter, provided a public hearing was conducted by the governing body prior to the adoption or amendment.

F. Every action contesting a decision of the local governing body adopting or failing to adopt a proposed zoning ordinance or amendment thereto or granting or failing to grant a special exception

shall be filed within 30 days of the decision with the circuit court having jurisdiction of the land affected by the decision. Such 30-day filing requirement shall be mandatory and jurisdictional. However, nothing in this subsection shall be construed to create any new right to contest the action of a local governing body.

Code 1950, §§ 15-822, 15-846, 15-968.7; 1962, c. 407, § 15.1-493; 1964, c. 279; 1968, c. 652; 1970, c. 216; 1972, c. 818; 1975, c. 641; 1984, c. 175; 1988, cc. 573, 733, 856; 1989, c. 359; 1990, c. 475; 1991, c. 235; 1996, c. 867; 1997, c. 587; 2019, c. 483; 2023, cc. 506, 507; 2026, c. 368.

# SUGGESTED REVISIONS

# 10-26-2026

**175-9.3 EXCLUDED USES**

Within each zoning district of this chapter, uses that are not expressly listed as permitted **by right**, or permitted with a special use permit, shall be deemed excluded **and are therefore prohibited.** 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 **defined by Town Code or Virginia Code § 15.2-2307.**

**175-3 DEFINITIONS**

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

…

**COMMERCIAL - An establishment or business that generally has retail or wholesale sales, office uses, or services, which do not generate noise or other impacts considered incompatible with less-intense uses. Typical businesses in this definition are open to the public involving retail stores, offices, catering services or restaurants.**

…

**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 and prohibited from all underlying zoning districts.**

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**INDUSTRIAL – A use classification typically involving assembling, disassembling, fabricating, finishing, manufacturing, packaging, warehousing, repair or processing operations**

…

**TECHNOLOGY BUSINESS** - ~~A business consisting of one (1) or more than one (1) in combination of the following:~~ **Except as provided in Subsections 11 and 12 below, a Technology Business is a Commercial business that derives, in whole or part, gross receipts from computer software, hardware or telecommunication sales, leases, licenses; or services for which computers or telecommunications are used to provide sales, leases, licensing or services directly to the customer. Such businesses include but are not limited to 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.
11. **A Technology Business does not include regulated utilities, telephone companies or cable companies, nor does it include a business that merely uses computers or telecommunications in its internal operations.**
12. **A Technology Business does not include Data Centers as defined in Town Code.**

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DRAFT

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 10.A.

**Agenda Item:** FY27 Budget Amendment to Receive funds from Harrisonburg Electric Commission

**Summary:** Council is requested to approve a FY27 Budget amendment in the amount of $10,609.15 to receive funds from Harrisonburg Electric Commission to reimburse the Town's Department of Energy Services for costs associated with labor and equipment providing assistance from storm recovery efforts from August 29th-30th, 2026.

**Budget/Funding:** Revenue - 9401-3410209 Energy Services Reimbursement $10,609.15

Expenditure
9401-41002 Energy Services Overtime - $5,727.39
9401-42001 Energy Services FICA $474.44
9401-45402 Energy Services Auto Maintenance - $3,713.01
9401-45408 Energy Services Petroleum Oil & Lubricants - $300.00
9401-45504 Energy Services Travel - $394.31

**Meetings:** October 5, 2026

**Proposed Motion:** I move that Council approve the FY27 Budget amendment in the amount of $10,609.15 to receive reimbursement funds from the Harrisonburg Electric Commission for labor and equipment costs incurred by the Department of Energy Services during storm recovery efforts on August 29–30, 2026.

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

# TOWN OF FRONT ROYAL ENERGY SERVICES

P.O. Box 1560, Front Royal, VA 22630

Mutual Aid to Harrisonburg Electric Commission
August 29th 2026 - August 30th 2026

| **Labor** | Hours | | Rate | OT Hours | | Rate | | Total |
|---|---|---|---|---|---|---|---|---|
| Lineman 1 | 0.0 | $ | 49.08 | 25.5 | $ | 73.62 | $ | 1,877.31 |
| Lineman 2 | 0.0 | $ | 60.13 | 25.5 | $ | 90.20 | $ | 2,299.97 |
| Lineman 3 | 0.0 | $ | 49.08 | 27.5 | $ | 73.62 | $ | 2,024.55 |
| **Labor Total** | | | | | | | **$** | **6,201.83** |

| **Equipment** | Hours | | Rate | | Total |
|---|---|---|---|---|---|
| 368 Bucket Truck | 24.5 | $ | 152.76 | $ | 3,742.62 |
| 365 Pick-up | 8.5 | $ | 31.81 | $ | 270.39 |
| **Equipment Total** | | | | **$** | **4,013.01** |

| **Travel Costs** | Quantity | | Rate | | |
|---|---|---|---|---|---|
| Food/Beverage/Supplys | 1.0 | $ | 394.31 | $ | 394.31 |
| **Material Total** | | | | **$** | **394.31** |

| **Invoice Total** | **$** | **10,609.15** |
|---|---|---|

*Send Invoice To:*
Harrisonburg Electric Commission c/o Brian O'Dell
BRIAN@hbgelec.com

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 10.B.

**Agenda Item:** FY27 Budget Amendment to Receive DMV Alcohol and Police Traffic Services Grant Funds

**Summary:** Council is requested to approve a FY27 Budget Amendment in the amount of $36,849.60 to receive DMV grant funds for enhancing alcohol and speed enforcement efforts. The grant funding will be used to cover officer overtime costs and to purchase three radar units, three preliminary breath test (PBTs) alco-sensors and one Traffic Data Collector (TDC2).

**Budget/Funding:** These grants require a 50% match; however, in-kind contributions are permitted. The required match will be fulfilled through quarterly fuel expenses related to patrol operations. Due to the uncertain nature of grant funding, the department respectfully requests that any reimbursed funds from the DMV grants be reallocated directly back into the original expense accounts: *Police Patrol – Police Supplies* (for theTDC2, radar and PBT units) and *Police Patrol – Salaries Overtime*.

Revenue

| | | |
|---|---|---|
| 1000-3310010 | General Fund Grant Proceeds | $36,849.60 |

Expenditure

Alcohol Grant

| | | |
|---|---|---|
| 3102-45409 | Police Patrol – Police Supplies | $1,800.00 |
| 3102-41002 | Police Patrol – Salaries Overtime | $10,920.00 |
| | Total Alcohol Grant | $12,720.00 |

Speed Grant

| | | |
|---|---|---|
| 3102-45409 | Police Patrol – Police Supplies | $9,968.00 |
| 3102-41002 | Police Patrol – Salaries Overtime | $14,161.60 |
| | Total Speed Grant | $24,129.60 |

**Meetings:** October 5, 2026

**Proposed Motion:** I move that Council approve the FY27 Budget Amendment in the amount of $36,849.60 to receive DMV grant funds to enhance alcohol and speed enforcement efforts, as presented.

---

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

# 274484 - Selective Enforcement - Alcohol - 2027

## Contract Details

| | |
|---|---|
| **Funding Opportunity:** | 3383-Law Enforcement Grant - FFY 2027 |
| **Program Area:** | Law Enforcement Grant |
| **Status:** | Executed |
| **Contract Number:** | 001 |
| **Contract Template:** | Approval Letter - FFY2027 |
| **Contract Title:** | |
| **Contract Period:** | - |
| **Executed Date:** | |

## Signatures

| Level | Signed By | Signed Date | Title | Status | Typed Name | Typed Date | Comments |
|---|---|---|---|---|---|---|---|

## Contract Text

***Contract Text***

Saundra M. Jack
Commissioner

COMMONWEALTH of VIRGINIA
Department of Motor Vehicles

2300 W. Broad St.
P.O. Box 27412
Richmond, VA 23269-0001
(804) 497-7100
TTY: 711 or (800) 828-1120
dmv.virginia.gov

08/31/2026

Zachary King
Treasurer
Front Royal, Virginia, 22630-

Dear Zachary King:

Thank you for applying to the Virginia Department of Motor Vehicles for highway safety grant funding to support your transportation safety initiative. The Spanberger administration remains dedicated to keeping safety a top priority across our Commonwealth's transportation system, and we are grateful for your partnership in this vital work.

I am pleased to inform you that the highway safety project proposal(s) listed below is approved for pass-through grant funding from the National Highway Traffic Safety Administration (NHTSA) for Federal Fiscal Year (FFY) 2027.

| Project Number | Project Title | Amount Approved |
|---|---|---|
| ENF_AL-2027-574484-274484 | Selective Enforcement - Alcohol | $12,720.00 |

The availability of funds under this grant is contingent upon three conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant(s) must attend a grantee workshop, (2) full execution of FFY 2027 Grant Agreement by the sub-recipient and Department of Motor Vehicles, and (3) the release of federal funds to the Commonwealth. Your assigned project monitor will contact you to provide the dates and locations for this mandatory training.

Access to the Highway Safety Grant Agreement will be available in the eGrants system following the training session. As a grant recipient, please review all information carefully, including the applicable sections of the Code of Federal Regulations. If you have any questions about the grant conditions, contact the program manager assigned to your grant(s).

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project(s) will have on making our roadways safer.

Sincerely,

Saundra M. Jack

Saundra M. Jack
Commissioner

***Contract Attachments***

| Order By | Attachment | Description |
| --- | --- | --- |

No Data for Table

# 274484 - Selective Enforcement - Alcohol - 2027

## Contract Details

**Funding Opportunity:** 3383-Law Enforcement Grant - FFY 2027
**Program Area:** Law Enforcement Grant
**Status:** Approved
**Contract Number:** 002
**Contract Template:** LEG - AL - 2027 - Highway Safety Grant Agreement

**Contract Title:** Selective Enforcement - Alcohol
**Contract Period:** 10/01/2026 - 09/30/2027
**Executed Date:**

## Signatures

| Level | Signed By | Signed Date | Title | Status | Typed Name | Typed Date | Comments |
|---|---|---|---|---|---|---|---|

## Contract Text

***Contract Text***

VADMV

**HIGHWAY SAFETY GRANT AGREEMENT**

**Purpose**: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions**: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

| | |
|---|---|
| **Subrecipient:** Front Royal Town<br>**Subrecipient's UEI Number:** N7VQXJM58JP6 | **Federal Award Identification Number (FAIN):** 69A37524300001540VAA |
| **Project Title:** Selective Enforcement - Alcohol | **Project Number**: ENF_AL-2027-574484-274484 |
| **Assistance Listing Number (ALN):** 20.607<br>**ALN Name:** Alcohol Open Container Requirements | **Grant Award Amount: $12,720.00** |

| | |
|---|---|
| **Period of Performance:** From October 1, 2026, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2027. Allow 21 days for the Department to Complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2027** | **Source of funds obligated to this award:**<br>U.S. Department of Transportation<br>National Highway Traffic Safety Administration (NHTSA) |
| | **Date of Award Letter from NHTSA:** September 30, 2026 |
| **Does your local/legal entity expend $1,000,000 or more annually in total federal funds during its fiscal year?** No | |

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration.This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another:

(1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies;

(2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies;

(3) applicable Federal laws, regulations, and policies;

(4) Statement of Work and Special Conditions;

(5) General Terms and Conditions;

(6) Project Budget;

(7) Subrecipient's proposal; and

(8) grant award letter.

**Subrecipient certifies that this grant does not include research and development.**

## SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

**Signature below have been replaced with electronic signatures.**

**For Subrecipient:** Front Royal Town

**For Virginia Department of Motor Vehicles:**

Brandy Brubaker

Name and Title of Project Director

Director, Virginia Highway Safety Office

Signature 09/15/2026

Signature 09/15/2026

Name and Title of Authorized Approving Official

Signature 09/15/2026

**Department of Motor Vehicles**
**Grant Budget Lines**

**PERSONNEL**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|
| Selective Enforcement Overtime Hours | 150.00 | $66.80 | $10,020.00 | $0.00 | $0.00 |
| | | | $10,020.00 | $0.00 | $0.00 |

**PERSONNEL FRINGE BENEFITS**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|

No Data for Table

**TRAINING / TRAVEL**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|
| DMV Approved Training | 1 | $900.00 | $900.00 | $0.00 | $0.00 |
| | | | $900.00 | $0.00 | $0.00 |

**EQUIPMENT**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|
| Preliminary Breath testing Device | 3 | $600.00 | $1,800.00 | $0.00 | $0.00 |
| | | | $1,800.00 | $0.00 | $0.00 |

**MATCH**

| Match Type | Description | Match Amount (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|
| In-Kind | Fuel and Maintenace | $6,360.00 | $0.00 | $0.00 |
| | | $6,360.00 | $0.00 | $0.00 |

**STATEMENT OF WORK AND SPECIAL CONDITIONS**
**ALCOHOL SELECTIVE ENFORCEMENT**

1. **Goals and Specific Program Elements.** The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

   a. **List Specific Program Elements:**

**For October 1, 2026 through December 31, 2026**

Estimated number of overtime hours to be used: **40**

Estimated number of traffic safety compliance checkpoints **0**

Estimated number of saturation/individual patrols: **5**

Estimated number of community engagement hours (requires approved CE budget): **0**

**For January 1, 2027 through March 31, 2027**

Estimated number of overtime hours to be used: **30**

Estimated number of traffic safety compliance checkpoints: **0**

Estimated number of saturation/individual patrols: **3**

Estimated number of community engagement hours (requires approved CE budget): **0**

**For April 1, 2027 through June 30, 2027**

Estimated number of overtime hours to be used: **40**

Estimated number of traffic safety compliance checkpoints: **0**

Estimated number of saturation/individual patrols: **5**

Estimated number of community engagement hours (requires approved CE budget): **0**

**For July 1, 2027 through September 30, 2027**

Estimated number of overtime hours to be used: **40**

Estimated number of traffic safety compliance checkpoints: **0**

Estimated number of saturation/individual patrols: **5**

Estimated number of community engagement hours (requires approved CE budget): **0**

Total Number of Overtime Hours: **150**

Total Number of CE Overtime Hours: **0**

   b. To conduct a minimum of **0** traffic safety compliance checkpoints and/or **1** saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2026 and May 2027. Pre and post survey will be required in May. Campaign summons data must be entered into TREDS (Traffic Records Electronic Data System).

   c. To conduct a minimum of **0** traffic safety compliance checkpoints and/or **1** saturation/individual patrols for each of the mandatory

national Drive Sober or Get Pulled Over (DSOGPO) December 2026 and August 2027. Campaign summons data must be entered into TREDS.

d. To conduct a minimum of **1** saturation/individual patrols for the mandatory Distracted Driving Campaign Put the Phone Away or Pay campaign in April 2027. Campaign summons data must be entered into TREDS.

e. To conduct a minimum of **1** saturation/individual patrols for the mandatory Speed Prevention campaign in July 2027. Campaign summons data must be entered into TREDS.

f. To have **1** of sworn officers attend **1** DMV approved traffic safety related training events (e.g., DUI Training, Virginia Highway Safety Summit, Small Agency Symposium, and other alcohol related training upon DMV Program Manager approval). The funding must be approved in accordance with the grant budget.

g. Increase number of breath testing units in active use from **10** to **13**. (If approved, all units must be ordered by December 31, 2026, and put in service by March 31, 2027). The funding must be approved in accordance with the grant budget.

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **ALCOHOL**

**STATEWIDE GOAL: Reduce alcohol impaired driving fatalities by 1.87 percent from 268 to 263 by December 31, 2027.**

**AGENCY GOAL:**

**No** To reduce alcohol-impaired driving fatalities by **1.87 percent** from **0** to **0** by December 31.

**Yes** To maintain **0** highway safety related fatalities.

**Yes** To assist **Warren** (county/city) in reducing overall highway safety related fatalities. (To be used by towns.)

b. BASED ON **ALCOHOL- RELATED** CRASH DATA (using crash data from VAHSO or other approved local crash information):

**85.00%** percent of alcohol selective enforcement activities are to be conducted between the hours of **09:00am and 06:00 am** with special emphasis on the following days of the week: **Monday, Tuesday, Thursday - Sunday**.

The remaining **15.00%** percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

c. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs, contact assigned Project Monitor.

d. Enforcement is to be conducted using data-identifying problem locations.

e. Grant-funded equipment must be ordered by December 31, 2026 and put in service by March 31, 2027. Purchase documentation and inventory concerning use must be maintained for three years. The funding must be approved in accordance with the grant budget.

f. Reimbursement vouchers will be submitted monthly or quarterly. Only choose one option and this option will be effective for the entire FY2027 grant year: **Quarterly**.

g. Subrecipient is encouraged to conduct community collaborative events within their local communities. The purpose of the community collaborative events is to expand the highway safety message and engage the community on highway safety initiatives. There are numerous ways to achieve this, to include but not limited to, community events such as Coffee with Cop. National Night Out, social media events, etc. These events are designed to build the community and are effective ways to share highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety problem (who, what, where, and why) should be utilized as community collaborative events are established. The community collaborative events must actively engage the audience identified in the data analysis.

Document the number of events, contacts made, indicated if follow-up is required, and if feedback was received. A description of

the event, the feedback and what type of data was collected and how the data was utilized must be documented on the status (monitoring report) in the eGrant system. At least one community collaborative event is encouraged to be completed by September 30, 2027.

h. Any community engagement (CE) hours in the approved grant budget must be utilized to conduct collaborative events (written plan must be submitted to DMV Program Manager).

i. To assist with educational highway safety messaging with posting at least **1** highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.

j. Subrecipient must submit a completed status (monitoring) report in the eGrant system by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2027.

k. Subrecipient must attend all mandatory DMV grant related trainings.

**HIGHWAY SAFETY GRANT AGREEMENT**

## GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles ("Department") is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).

2. **Paid Media.** Grants consisting of $100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:

   A. Level 1, for a paid advertising campaign of up to $100,000:
   At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

   B. Level 2, for a paid advertising campaign **greater than** $100,000:
   In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

      1. Mail surveys
      2. Telephone surveys
      3. Focus groups
      4. Mall intercept interviews
      5. Direct mailings
      6. Call-in centers
      7. Newspaper polls
      8. Household interviews
      9. Before and after approach, which compares system status before and after the introduction of the message, and
      10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message

3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and a per-unit acquisition cost of $10,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

   Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. **Reports and Deliverables.** Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

   **January 31, April 30, July 31, and November 5**

   Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

   Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. **Single Audit.** A Subrecipient expending $1,000,000 or more under Federal grant awards (single or multiple awards) during its fiscal year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the U.S. General Services Administration (GSA) at https://www.fac.gov/ (effective October 1, 2023). Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

   The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. **Closeout.** Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

**Article 1. COMPLIANCE WITH LAWS**

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and

decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

**Article 2. STANDARD ASSURANCES**

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.

B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees and applies to subrecipients.

F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.

G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

**Article 3. GRANT AWARD COMPENSATION**

A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.

B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

C. All payments will be made in accordance with the terms of the Grant Agreement.
The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.

F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.

G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.

H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.

I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federal negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federal negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of up to 15% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Recipients and subrecipients are not required to use the de minimis rate. Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.
Indirect cost references and information can be found in various parts of 2 CFR Part 200.

J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. A cost share (match) report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.

K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.
All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

L. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

M. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

N. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

**Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

**Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.
Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.
The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

**Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

**Article 7. REPORTING AND NOTIFICATIONS**

Subrecipient shall submit performance reports using the eGrant system provided by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

**Article 8. RECORDS**

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

**Article 9. CONFIDENTIALITY**

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

**Article 10. INDEMNIFICATION**

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 11. DISPUTES AND REMEDIES**

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.
Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

**Article 12. SUSPENSION OR TERMINATION**

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or

B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or

C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or

D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**Article 13. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

**Article 14. NONCOLLUSION**

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

**Article 15. SUBRECIPIENT'S RESOURCES**

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 16. SUBRECIPIENT SEAT BELT USE**

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

**Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Article 18. PROCUREMENT AND PROPERTY MANAGEMENT**

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property

furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

**Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

**Article 20. RESEARCH ON HUMAN SUBJECTS**

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

**Article 21. ASSIGNMENT**

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

**Article 22. NONDISCRIMINATION**

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

1. *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. *49 CFR Part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);

3. *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

4. *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5. *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

6. *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

7. *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);

8. *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

9. *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing) and 49 CFR Parts 37 and 38;

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.

2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

   "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

   a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

   b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

   c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

   d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

   e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program."

C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

**Article 23. DRUG-FREE WORKPLACE**

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

**Article 24. BUY AMERICA ACT**

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with

Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of $5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The "National Traffic and Motor Vehicle Safety Act of 1966" defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

**Article 25. DEBARMENT AND SUSPENSION**

A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.

C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.

D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**Article 26. POLITICAL ACTIVITY (HATCH ACT)**

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose

principal employment activities are funded in whole or in part with Federal funds.

**Article 27. FEDERAL LOBBYING CERTIFICATION**

Subrecipient certifies to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.

D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Article 28. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

**Article 29. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient’s breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

**Article 30. ADDITIONAL PROVISIONS**

A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

C. Notice. All notices, requests and demands shall be submitted through the eGrant system as directd by the Department.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice has been submitted through the eGrant system.

***Contract Attachments***

| Order By | Attachment | Description |
|---|---|---|

No Data for Table

# 274813 - Selective Enforcement - Police Traffic Services - 2027

## Contract Details

| | |
|---|---|
| **Funding Opportunity:** | 3383-Law Enforcement Grant - FFY 2027 |
| **Program Area:** | Law Enforcement Grant |
| **Status:** | Executed |
| **Contract Number:** | 001 |
| **Contract Template:** | Approval Letter - FFY2027 |
| **Contract Title:** | |
| **Contract Period:** | - |
| **Executed Date:** | |

## Signatures

| Level | Signed By | Signed Date | Title | Status | Typed Name | Typed Date | Comments |
|---|---|---|---|---|---|---|---|

## Contract Text

***Contract Text***

Saundra M. Jack
Commissioner

COMMONWEALTH of VIRGINIA
Department of Motor Vehicles

2300 W. Broad St.
P.O. Box 27412
Richmond, VA 23269-0001
(804) 497-7100
TTY: 711 or (800) 828-1120
dmv.virginia.gov

08/27/2026

Bradley Pennington
Treasurer
Front Royal, Virginia, 22630-

Dear Bradley Pennington:

Thank you for applying to the Virginia Department of Motor Vehicles for highway safety grant funding to support your transportation safety initiative. The Spanberger administration remains dedicated to keeping safety a top priority across our Commonwealth's transportation system, and we are grateful for your partnership in this vital work.

I am pleased to inform you that the highway safety project proposal(s) listed below is approved for pass-through grant funding from the National Highway Traffic Safety Administration (NHTSA) for Federal Fiscal Year (FFY) 2027.

| Project Number | Project Title | Amount Approved |
|---|---|---|
| BPT-2027-574813-274813 | Selective Enforcement - Police Traffic Services | $24,129.60 |

The availability of funds under this grant is contingent upon three conditions: (1) the project director and the fiscal contact responsible for the financial management of your grant(s) must attend a grantee workshop, (2) full execution of FFY 2027 Grant Agreement by the sub-recipient and Department of Motor Vehicles, and (3) the release of federal funds to the Commonwealth. Your assigned project monitor will contact you to provide the dates and locations for this mandatory training.

Access to the Highway Safety Grant Agreement will be available in the eGrants system following the training session. As a grant recipient, please review all information carefully, including the applicable sections of the Code of Federal Regulations. If you have any questions about the grant conditions, contact the program manager assigned to your grant(s).

Thank you for your commitment and participation in improving highway safety. We look forward to the positive impact that your project(s) will have on making our roadways safer.

Sincerely,

Saundra M. Jack

Saundra M. Jack
Commissioner

***Contract Attachments***

| Order By | Attachment | Description |
| --- | --- | --- |

No Data for Table

# 274813 - Selective Enforcement - Police Traffic Services - 2027

## Contract Details

| | |
|---|---|
| **Funding Opportunity:** | 3383-Law Enforcement Grant - FFY 2027 |
| **Program Area:** | Law Enforcement Grant |
| **Status:** | Approved |
| **Contract Number:** | 003 |
| **Contract Template:** | LEG - PTS - 2027- Highway Safety Grant Agreement |
| **Contract Title:** | Selective Enforcement - Police Traffic Services |
| **Contract Period:** | 10/01/2026 - 09/30/2027 |
| **Executed Date:** | |

## Signatures

| Level | Signed By | Signed Date | Title | Status | Typed Name | Typed Date | Comments |
|---|---|---|---|---|---|---|---|

## Contract Text

***Contract Text***

VADMV

**HIGHWAY SAFETY GRANT AGREEMENT**

**Purpose**: Virginia's Highway Safety Program Subrecipients use this form to certify and assure that they will fully comply with all terms of the Highway Safety Grant Agreement.

**Instructions**: Subrecipients must read the contract, complete all applicable information on the first and last page, initial and date the subsequent pages, and return all pages to the Department of Motor Vehicles.

This Highway Safety Grant Agreement is entered into between the Virginia Department of Motor Vehicles (hereinafter "Department"), 2300 West Broad Street, Richmond, Virginia 23220, and the following:

| | |
|---|---|
| **Subrecipient:** Front Royal Town<br>**Subrecipient's UEI Number:** N7VQXJM58JP6 | **Federal Award Identification Number (FAIN):** 69A37526300004020VA0 |
| **Project Title:** Selective Enforcement - Police Traffic Services | **Project Number**: BPT-2027-574813-274813 |
| **Assistance Listing Number (ALN):** 20.600<br>**ALN Name:** State and Community Highway Safety | **Grant Award Amount: $24,129.60** |

| | |
|---|---|
| **Period of Performance:** From October 1, 2026, or the date the Highway Safety Grant Agreement is signed by the Director, Virginia Highway Safety Office (whichever is later) through September 30, 2027. Allow 21 days for the Department to Complete its review and signature. **FINAL VOUCHER IS DUE ON OR BEFORE NOVEMBER 5, 2027** | **Source of funds obligated to this award:** U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA) |
| | **Date of Award Letter from NHTSA:** September 30, 2026 |
| **Does your local/legal entity expend $1,000,000 or more annually in total federal funds during its fiscal year?** No | |

In performing its responsibilities under this Highway Safety Grant Agreement, the Subrecipient certifies and assures that it will fully comply with the following:

- Applicable Department regulations and policies and State and Federal laws, regulations, and policies
- Statement of Work and Special Conditions and an Approved Budget, included with this Highway Safety Grant Agreement
- General Terms and Conditions, also included with this Highway Safety Grant Agreement

Subrecipient's signature below indicates that the Subrecipient has read, understands and agrees to fully comply with all terms and conditions of this Highway Safety Grant Agreement without alteration.This Highway Safety Grant Agreement (hereinafter referred to as "Grant Agreement"), consisting of this certification, the attached Statement of Work and Special Conditions, the attached General Terms and Conditions, the attached Project Budget, the Subrecipient's proposal and the letter awarding the grant to the Subrecipient constitutes the entire agreement between the Department and the Subrecipient, supersedes any prior oral or written agreement between the parties and may not be modified except by written agreement as provided herein. Where any conflict arises between terms, the following is the order of governance of one term over another:

(1) applicable Department regulations and policies, except where superseded by Federal laws, regulations, or policies;

(2) applicable State laws, regulations, and policies, except where superseded by Federal laws, regulations, or policies;

(3) applicable Federal laws, regulations, and policies;

(4) Statement of Work and Special Conditions;

(5) General Terms and Conditions;

(6) Project Budget;

(7) Subrecipient's proposal; and

(8) grant award letter.

**Subrecipient certifies that this grant does not include research and development.**

## SIGNATURES OF AUTHORIZED APPROVING OFFICIALS

**Signature below have been replaced with electronic signatures.**

**For Subrecipient:** Front Royal Town

Name and Title of Project Director

Signature 09/16/2026

Name and Title of Authorized Approving Official

Signature 09/16/2026

**For Virginia Department of Motor Vehicles:**

Brandy Brubaker

Director, Virginia Highway Safety Office

Signature 09/16/2026

**Department of Motor Vehicles**
**Grant Budget Lines**

**PERSONNEL**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|
| Enforcement Overtime Hours | 200.00 | $66.80 | $13,360.00 | $0.00 | $0.00 |
| Community Engagement Overtime Hours | 12.00 | $66.80 | $801.60 | $0.00 | $0.00 |
| | | | $14,161.60 | $0.00 | $0.00 |

**PERSONNEL FRINGE BENEFITS**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|

No Data for Table

**TRAINING / TRAVEL**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|

No Data for Table

**EQUIPMENT**

| Description | Quantity | Cost per Unit | Federal Funds (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|---|
| Stalker Dual SL radar | 3 | $2,700.00 | $8,100.00 | $0.00 | $0.00 |
| Stalker TDC2 Stat unit | 1 | $1,868.00 | $1,868.00 | $0.00 | $0.00 |
| | | | $9,968.00 | $0.00 | $0.00 |

**MATCH**

| Match Type | Description | Match Amount (Approved Line Item Amount) | Requested Increase/Decrease | Adjusted Line Item Amount |
|---|---|---|---|---|
| In-Kind | Fuel and Maintenace | $12,064.80 | $0.00 | $0.00 |
| | | $12,064.80 | $0.00 | $0.00 |

**STATEMENT OF WORK AND SPECIAL CONDITIONS**
**POLICE TRAFFIC SERVICES SELECTIVE ENFORCEMENT**

1. **Goals and Specific Program Elements.** The goals and specific program elements of the subrecipient's proposal are incorporated as the first item in this Statement of Work and Special Conditions.

   a. **List Specific Program Elements:**

      **For October 1, 2026 through December 31, 2026**

      Estimated number of overtime hours to be used: **50**

      Estimated number of traffic safety compliance checkpoints: **0**

      Estimated number of saturation/individual patrols: **9**

      Estimated number of community/public engagement hours (requires approved CE budget): **0**

      **For January 1, 2027 through March 31, 2027**

      Estimated number of overtime hours to be used: **50**

      Estimated number of traffic safety compliance checkpoints: **0**

      Estimated number of saturation/individual patrols: **8**

      Estimated number of community/public engagement hours (requires approved CE budget): **0**

      **For April 1, 2027 through June 30, 2027**

      Estimated number of overtime hours to be used: **40**

      Estimated number of traffic safety compliance checkpoints: **0**

      Estimated number of saturation/individual patrols: **8**

      Estimated number of community/public engagement hours (requires approved CE budget): **0**

      **For July 1, 2027 through September 30, 2027**

      Estimated number of overtime hours to be used: **60**

      Estimated number of traffic safety compliance checkpoints: **0**

      Estimated number of saturation/individual patrols: **8**

      Estimated number of community/public engagement hours (requires approved CE budget): **12**

      Total Number of Overtime Hours: **200**

      Total Number of CE Overtime Hours: **12**

   b. To conduct a minimum of **0** traffic safety compliance checkpoints and/or **2** saturation/individual patrols during each of the mandatory national Click It or Ticket Campaign period in November 2026 and May 2027. Pre and post survey will be required. Campaign summons data must be entered into TREDS (Traffic Records Electronic Data System).

   c. To conduct a minimum of **0** traffic safety compliance checkpoints and/or **1** saturation/individual patrols for each of the mandatory national Drive Sober or Get Pulled Over (DSOGPO) Campaigns for December 2026, and August 2027. Campaign summons data must be entered into TREDS.

d. To conduct a minimum of **1** saturation/individual patrols for the mandatory Distracted Driving Campaign Put the Phone Away or Pay campaign in April 2027. Campaign summons data must be entered into TREDS.

e. To conduct a minimum of **1** saturation/individual patrols for the mandatory Speed Prevention campaign in July 2027. Campaign summons data must be entered into TREDS.

f. To have **0** sworn officers attend **0** DMV approved traffic safety related training events (e.g., Virginia Highway Safety Summit, Radar Certification Schools, Small Agency Symposium, and other speed/occupant protection focus safety related training (DMV Program Manager approval required). The funding must be approved in accordance with the grant budget.

g. Increase number of speed measurement (RADAR and LIDAR, only) devices in active use from **12** to **16.** (If approved, all units must be ordered by December 31, 2026, and put in service by March 31, 2027). The funding must be approved in accordance with the grant budget.

2. The subrecipient must contribute to the overall State Highway Safety Plan goals.

a. **POLICE TRAFFIC SERVICES**

**STATEWIDE GOAL:**

- **Reduce unrestrained passenger vehicle occupant fatalities in all seating positions 2.25 percent from 311 to 304 by December 31, 2027.**
- **Reduce speed-related fatalities by 4.05 percent from 247 to 237 by December 31, 2027.**

**AGENCY GOAL:**

Check the box or boxes that apply for your agency goal and complete.
**No** To reduce unrestrained passenger vehicle occupant fatalities by **2.25 percent** from **0** to **0** by December 31, 2027.

**No** To reduce speed-related fatalities by **4.05 percent** from **0** to **0** by December 31, 2027.

**Yes** To maintain **0** highway safety related fatalities.

**Yes** To assist **Warren** (county/city) in reducing overall highway safety related fatalities. (To be used by towns that do not have any fatalities.)

b. BASED ON **ALL HIGHWAY SAFETY RELATED** CRASH DATA (using crash data from VAHSO or other approved local crash information):

**100.00%** percent of highway safety related selective enforcement activities are to be conducted between the hours of **Midnight 12:00 am-11:59 pm** with special emphasis on the following days of the week: **Monday - Sunday**.

The remaining **0.00%** percent of selective enforcement hours may be scheduled during other DMV approved identified high-crash time periods.

c. Monitor agency goal and statewide goal quarterly to determine if project efforts are being effective or if adjustments are needed. If adjustments are needed to address the current needs, contact assigned Project Monitor.

d. Enforcement is to be conducted using data-identifying problem locations.

e. Grant-funded equipment must be ordered by December 31, 2026 and put in service by March 31, 2027. Documentation concerning use must be maintained.

f. Reimbursement vouchers will be submitted monthly or quarterly. Only check one option and this option will be effective for the entire FY2027 grant year. **Quarterly**

g. Subrecipient is encouraged to conduct community collaborative events within their local communities. The purpose of the community collaborative events is to expand the highway safety message and engage the community on highway safety initiatives. There are numerous ways to achieve this, to include but not limited to, community events such as Coffee with Cop. National Night Out, social

media events, etc. These events are designed to build the community and are effective ways to share highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety information, distribute educational materials and to obtain feedback from the community. Data identification of the highway safety problem (who, what, where, and why) should be utilized as community collaborative events are established. The community collaborative events must actively engage the audience indentified in the data analysis.

Document the number of events, contacts made, indicated if follow-up is required, and if feedback was received. A description of the event, the feedback and what type of data was collected and how the data was utilized must be documented on the status (monitoring report) in the eGrant system. At least one community collaborative event is encouraged to be completed by September 30, 2027.

Any community/ public engagement (CE) hours in the approved grant budget must be utilized to conduct community collaborative events (written plan must be submitted to DMV Program Manager).

h. To assist with educational highway safety messaging with posting at least **1** highway safety message(s) per quarter on social media platform(s), agency website, local business, community organizations, etc.

i. Subrecipient must submit a completed status (monitoring) report in the eGrant system by specific assigned quarterly dates of January 31, April 30, July 31, and November 5, 2027.

j. Subrecipient must attend all mandatory DMV grant related trainings.

**HIGHWAY SAFETY GRANT AGREEMENT**

## GENERAL TERMS AND CONDITIONS

1. **Purpose and Background.** The Virginia Department of Motor Vehicles (“Department”) is awarding this grant to support the implementation of highway safety projects by State, local, non-profit, and higher education partnerships. Funds are made available for projects that: (1) support statewide goals; (2) identify problems experienced by High Emphasis Communities, which are jurisdictions with the highest crash severity problem; (3) creatively incorporate alcohol awareness and occupant protection safety; (4) are innovative with potential statewide application or ability to transfer to other jurisdictions; and (5) have statewide significance and address the Federal program areas under 23 U.S.C. (United States Code), Chapter 4: Highway Safety and 23 U.S.C. 154 (Section 154).

2. **Paid Media.** Grants consisting of $100,000 or more in paid media funds will be required to perform pre- and post-surveys during the Period of Performance. The level of assessment is based on the cost of a paid advertising campaign as follows:

   A. Level 1, for a paid advertising campaign of up to $100,000:
   At a minimum, an assessment must measure and document audience exposure to paid advertised messages and the number of airings or print ads devoted to each announcement. The size of the audience needs to be estimated using a source appropriate for the medium used, such as Arbitron or Nielsen ratings for radio and TV. More specifically, all paid advertising for which the State or Subrecipient used 154, 402 and 405 funds must include documentation stating how many paid airings or print ads occurred and the size of the audience reached. Include the number of free airings or print ads that occurred and the size of the audience reached.

   B. Level 2, for a paid advertising campaign **greater than** $100,000:
   In addition to providing the above Level 1 documentation, a more extensive assessment is required to measure target audience reaction. One or more of the activities in the following list may be used to assess how the target audience's knowledge, attitude, or actions were affected by the message(s):

      1. Mail surveys
      2. Telephone surveys
      3. Focus groups
      4. Mall intercept interviews
      5. Direct mailings
      6. Call-in centers

7. Newspaper polls
8. Household interviews
9. Before and after approach, which compares system status before and after the introduction of the message, and
10. Control region approach, which relates one study site exposed to the message to a similar site that is not exposed to the message

3. **Equipment.** Costs for equipment are allowable under specified conditions. Costs for new and replacement equipment with a useful life of more than one year and a per-unit acquisition cost of $10,000 or more must be pre-approved before Subrecipient purchases the equipment. Such approval shall be obtained by the Department from the National Highway Traffic Safety Administration (NHTSA) regional manager in writing, and Subrecipient will be notified by the Department when this approval has been secured. Federal government requirements mandate that the Department maintain an accurate accounting and inventory of all equipment purchased using Federal funds, and Subrecipient shall comply with applicable reporting requirements that may be specified in the Highway Safety Policy and Procedures Manual and amendments thereto.

   Subrecipient must request advance, written approval from the Department and NHTSA to sell, transfer or dispose of all non-expendable equipment purchased in whole or in part with the use of Federal highway safety funds. Disposition of funds from the sale of equipment to another entity must be agreed upon by the Department and Subrecipient and approved by NHTSA and the Department. In the event of a conflict between this section, 2 CFR (Code of Federal Regulations) Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Sections 200.313 and 200.439, 2 CFR Part 1300 (Uniform Procedures for State Highway Safety Grant Programs) Section 1300.31, and 2 CFR Part 1201 (Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Section 1201.313, the provisions of the applicable CFR control, except where inconsistent with statute.

4. **Reports and Deliverables.** Quarterly Progress and Monitor Reports shall be provided to the Department by the dates indicated:

   **January 31, April 30, July 31, and November 5**

   Each Progress and Monitor Report shall address Subrecipient's progress in fulfilling items listed in the Statement of Work and Special Conditions, including funded elements of Subrecipient's proposal. These reports should include the findings from the evaluation component of the proposal and should indicate the criteria and methods by which the progress of the initiative has been evaluated. The format for Progress and Monitor Reports will be provided to Subrecipient, but, at a minimum, will require an assessment of the program's plan with actual accomplishments during the past quarter, partnership involvement and satisfaction, expected follow-up, changes/problems with the plan and how they will be addressed, a financial summary of expenditures for the reporting period and planned accomplishments during the next quarter. The final Progress and Monitor Report shall include a comprehensive, detailed report of all grant activities conducted during the full grant performance period, including a final summary of expenditures.

   Monitoring. The Department shall, throughout the Period of Performance under this Grant Agreement and any extension of the program which is the subject of the Grant Agreement, monitor and evaluate the events, activities and tasks performed in connection with the program to include financial feasibility and progress of the grant and Subrecipient's continuing fiscal responsibility and compliance with applicable requirements and the terms and conditions of this Grant Agreement. Such monitoring and evaluation shall not in any manner relieve or waive any obligations of Subrecipient under this Grant Agreement or pursuant to applicable State and Federal law, regulations or rules. Any representation to the contrary by Subrecipient to any third party is strictly prohibited and may be grounds for the termination of this Grant Agreement by the Department.

5. **Single Audit.** A Subrecipient expending $1,000,000 or more under Federal grant awards (single or multiple awards) during its fiscal year is required to obtain an annual audit in accordance with the Single Audit Act (Public Law 98-502) and subsequent amendments (refer to 2 CFR Part 200 and 2 CFR Part 1201), and the American Institute of Certified Public Accountants' (AICPA) Statement on Auditing Standards (SAS) 99, *Consideration of Fraud in a Financial Statement Audit*. The audit report must be submitted to DMV **no later than nine months after Subrecipient's fiscal year end date** unless a Federal extension is granted. If an extension is granted, the due date will be extended based on the information provided in the Federal language. Subrecipient is encouraged to submit their audit report to the U.S. General Services Administration (GSA) at https://www.fac.gov/ (effective October 1, 2023). Failure to meet the single audit requirements could result in your entity having to repay grant monies and/or losing access to future Federal funding.

   The State auditor may conduct an audit or investigation of any entity receiving funds from the Department, either directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. Acceptance of funds directly or indirectly under the Grant Agreement constitutes acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds. In the event an audit reveals unallowable expenditures, Subrecipient will be responsible for repayment to the Department of such unallowable expenditures.

6. **Closeout.** Subrecipient is required to submit final requests for reimbursements and final Progress Reports according to the schedule

identified in this Grant Agreement. Requests for reimbursements submitted after **November 5** will be denied.

**Article 1. COMPLIANCE WITH LAWS**

Subrecipient shall comply with all Federal, State, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Grant Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish the Department with satisfactory proof of its compliance therewith.

**Article 2. STANDARD ASSURANCES**

Subrecipient hereby assures and certifies that it will comply with all applicable laws, regulations, policies, guidelines, and requirements, including 23 USC Chapter 4: Highway Safety; 2 CFR Part 200 and 2 CFR Part 1201; 23 CFR Part 1300; the Federal Highway Safety Grant Funding Guidance (Revised 2013); and the Guidelines for the Submission of Highway Safety Grant Applications, as they relate to the application, acceptance, and use of Federal or State funds for this project. Also, Subrecipient assures and certifies that:

A. It possesses legal authority to apply for the grant and that a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized approving official of Subrecipient to act in connection with the application and to provide such additional information as may be required.

B. It will comply with the Federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

C. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

D. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

E. It will comply with the Virginia State and Local Government Conflict of Interests Act, Va. Code §§ 2.2-3100 et seq., which defines and prohibits inappropriate conflicts and requires disclosure of economic interests and is applicable to all State and local government officers and employees and applies to subrecipients.

F. It will give the Department the access to and the right to examine all records, books, papers, or documents related to the Grant Agreement.

G. It will ensure that all public records prepared or owned by, or in the possession of, the applicant relative to this project shall be open to inspection and copying by any citizens of the Commonwealth during regular office hours in accordance with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., unless otherwise specifically provided by law.

H. If applicable, it will comply with the provisions of the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 et seq., which require all meetings of public bodies to be open and every public body to give notice of its meetings and to record minutes at all open meetings.

**Article 3. GRANT AWARD COMPENSATION**

A. The method of payment for the Grant Agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Grant Agreement. The amount stated in the Project Budget will be deemed to be the amount of the award to Subrecipient.

B. Reimbursement for travel costs shall be subject to the requirements and limitations set forth in the State Travel Regulations established by the Virginia Department of Accounts.

C. All payments will be made in accordance with the terms of the Grant Agreement.
The maximum amount eligible for reimbursement shall not be increased above the total amount stated in the Project, unless the Grant Agreement is amended as described in Article 5, Amendments and Modifications to Grant Agreement.

D. To be eligible for reimbursement under the Grant Agreement, a cost must have been incurred in accordance with the Grant Agreement, within the time frame specified in the Period of Performance as stated in the Grant Agreement, attributable to work covered by the Grant Agreement, and which has been completed in a manner satisfactory and acceptable to the Department. Reimbursement is available only for costs that have been paid by Subrecipient. Under no circumstance will the Department provide up-front payments for costs not incurred and paid by Subrecipient.

    Costs related to contractual fees require additional documentation in order to be eligible for reimbursement. Subrecipient must submit a copy of each contract, memorandum of understanding/agreement, rental/lease agreement prior to implementing the contract activity and allow sufficient time (minimum of three (3) weeks) for review and approval to ensure that services and products being provided are allowable expenses attributable to work covered by the Grant Agreement.

E. For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel costs). Refer to § 200.444 for more information on unallowable general costs of government.

F. Per 2 CFR § 200.430 the rate law enforcement agencies pay for grant-funded overtime enforcement activities must be the same as the rate they pay for agency-funded overtime enforcement. Compensation must be paid in a manner consistent with the written policies of the employing entity, as long as it does not contradict 2 CFR Part 200.

G. Payment of costs incurred under the Grant Agreement is further governed by 2 CFR Part 200 and 2 CFR Part 1201.

H. For nonprofit organizations, Subrecipient must provide the most recent Form 990 (Return of Organization Exempt for Income Tax) submitted to IRS. Subrecipient must provide documentation of yearly salary or hourly pay and any other compensation, including fringe benefits, for each employee/position for which Subrecipient seeks reimbursement. Documentation of pay must be provided through a certified letter from the organization's Board Chair or President. Form 990 and the certified letter must be submitted with Subrecipient's signed Grant Agreement. Requests for compensation for pay raises, bonuses, and staff changes must be made in writing via email to the Department. The Department will review such requests and determine approval for reimbursement. The Department reserves the right to deny increased reimbursement for raises, bonuses, and staff changes.

I. Subrecipient may request an Indirect Cost Rate for grants that are not enforcement related. Subrecipient must submit a copy of their Federal negotiated indirect cost rate. A non-federal Subrecipient that does not have a current Federal negotiated indirect cost rate, may submit a letter requesting a de minimis indirect cost rate of up to 15% of modified total direct costs which may be used indefinitely (2 CFR § 200.414(f)). Recipients and subrecipients are not required to use the de minimis rate. Payment for indirect costs will not be made until the aforementioned documents have been received by the Department.

    Indirect cost references and information can be found in various parts of 2 CFR Part 200.

J. Subrecipient will provide a monetary and/or in-kind match to the funded proposal. The required matching percentage of the project cost will be determined by the Department. Grant funds may not be used before Subrecipient can demonstrate that funds for the corresponding portion of the matching requirement have been received by Subrecipient. A cost share (match) report and supporting documentation must be submitted with each reimbursement voucher; Subrecipient must also keep documentation related to matching funds in their project file.

K. Subrecipient agrees to submit Requests for Reimbursement on a **quarterly basis or no more than one request per month**, as outlined in the Highway Safety Policy and Procedures Manual. The original Request for Reimbursement, with the appropriate supporting documentation, must be submitted to the DMV Grants Management Office. Subrecipient agrees to submit the final Request for Reimbursement under the Grant Agreement within thirty-five (35) days of the end of the Period of Performance or **November 5**.

    All grant funds must be encumbered by the end of the Period of Performance (**September 30**), complete with supporting invoices. At the end of the Period of Performance, any unexpended or unobligated funds shall no longer be available to Subrecipient. In no case shall Subrecipient be reimbursed for expenses incurred prior to the beginning or after the end of the Period of Performance.

L. The Department will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.

M. Grant Agreements supported with Federal or State funds are limited to the length of the Period of Performance specified in the Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, Subrecipient may apply for funding assistance beyond the initial Period of Performance. Preference for funding will be given to those projects for which Subrecipient has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

N. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or

programs funded in whole or in part with Federal money, including this Grant Agreement, Subrecipient shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds provided for the project or program.

**Article 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of appropriated funds. If, at any time during the Period of Performance, the Department determines that there is insufficient funding to continue the project, the Department shall so notify Subrecipient, giving notice of intent to terminate the Grant Agreement, as specified in Article 12, Suspension or Termination.

**Article 5. AMENDMENTS AND MODIFICATIONS TO GRANT AGREEMENT**

The Grant Agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment form designated by the Department. Any amendment must be executed by the parties within the Period of Performance specified in the Grant Agreement. Any proposed modifications or amendments to this Grant Agreement as defined in Article 6, Additional Work and Changes in Work, including the waiver of any provisions herein, must be submitted to the Department in writing and approved as herein prescribed prior to Subrecipient's implementation of the proposed modification or amendment.
Any alterations, additions, or deletions to the Grant Agreement that are required by changes in Federal or State laws, regulations or directives are automatically incorporated on the date designated by the law, regulation or directive.
The Department may unilaterally modify this Grant Agreement to de-obligate funds not obligated by Subrecipient as of the close of the Period of Performance specified in this Grant Agreement. In addition, the Department may de-obligate funds in the event of termination of the Grant Agreement pursuant to Article 12, Suspension or Termination.

**Article 6. ADDITIONAL WORK AND CHANGES IN WORK**

If Subrecipient is of the opinion that any assigned work is beyond the scope of the Grant Agreement and constitutes additional work, Subrecipient shall promptly notify the Department in writing. If the Department finds that such work does constitute additional work, the Department shall so advise Subrecipient and a written amendment to the Grant Agreement will be executed according to Article 5, Amendments and Modifications to Grant Agreement, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

If Subrecipient has submitted work in accordance with the terms of the Grant Agreement but the Department requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Grant Agreement, Subrecipient shall make such revisions as requested and directed by the Department. This will be considered additional work and will be paid for as specified in this Article.

If Subrecipient submits work that does not comply with the terms of the Grant Agreement, the Department shall instruct Subrecipient to make such revisions as are necessary to bring the work into compliance with the Grant Agreement. No additional compensation shall be paid for this work.

Subrecipient shall make revisions to the work authorized in the Grant Agreement, which are necessary to correct errors or omissions appearing therein, when required to do so by the Department. No additional compensation shall be paid for this work.

The Department shall not be responsible for actions by Subrecipient or any costs incurred by Subrecipient relating to additional work not directly associated with or prior to the execution of an amendment.

**Article 7. REPORTING AND NOTIFICATIONS**

Subrecipient shall submit performance reports using the eGrant system provided by the Department as outlined in the Statement of Work and Special Conditions, Section 4, Reports and Deliverables.

Subrecipient shall promptly advise the Department in writing of events that will have a significant impact upon the Grant Agreement, including:

A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subrecipient personnel that will materially affect Subrecipient's ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or Federal assistance needed to resolve the situation.

B. Favorable developments or events that enable Subrecipient to meet time schedules and objectives earlier than anticipated or to accomplish greater performance measure output than originally projected.

**Article 8. RECORDS**

Subrecipient agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, and Subrecipient shall make such records available at its office for the time period specified in the Grant Agreement. Subrecipient further agrees to retain such records for three (3) years from the date of final payment under the Grant Agreement, until completion of all audits, or until any pending litigation has been completely and fully resolved, whichever occurs last.

Any representative of the U.S. Secretary of Transportation, the Comptroller General of the United States, the General Accounting Office, the Virginia Office of the Secretary of Transportation, the Virginia Department of Motor Vehicles, the Virginia State Comptroller or the Virginia Auditor of Public Accounts shall have access to and the right to examine any and all books, documents, papers and other records (including computer records) of Subrecipient that are related to this Grant Agreement, in order to conduct audits and examinations and to make excerpts, transcripts, and photocopies. This right also includes timely and reasonable access to Subrecipient's personnel and program participants for the purpose of conducting interviews and discussions related to such documents. The Department's right to such access shall last as long as the records are retained as required under this Grant Agreement.

**Article 9. CONFIDENTIALITY**

Distribution of privileged information, as described at *Va. Code* § 46.2-208, to any third party is prohibited unless specifically provided for in this Agreement. If dissemination to a third party is allowed, Subrecipient shall only disseminate privileged information to third parties subject to the original purpose specified in this Agreement and consistent with Title 46.2 of the Code of Virginia. If Subrecipient is a federal, state, or local governmental entity, local government group self-insurance pool, law-enforcement officer, attorney for the Commonwealth, or court, or the authorized agent of any of the foregoing, Subrecipient certifies, by execution of this Agreement, that the information obtained will not be used for civil immigration purposes or knowingly disseminated to any third party for any purpose related to civil immigration enforcement.

**Article 10. INDEMNIFICATION**

Subrecipient, if other than a government entity, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the acts or omission of Subrecipient, its officers, agents or employees. Subrecipient, if other than a government entity, further agrees to indemnify and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any costs including, but not limited to, attorney fees and court costs, incurred by the Department in connection with any such claims or actions.

If Subrecipient is a government entity, both parties to the Grant Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 11. DISPUTES AND REMEDIES**

Subrecipient shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by Subrecipient in support of Grant Agreement work.
Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Director of the Virginia Highway Safety Office or his or her designee acting as final referee.

**Article 12. SUSPENSION OR TERMINATION**

The Department may suspend or terminate the Grant Agreement, in whole or in part, for cause if Subrecipient fails to fulfill its obligations under the Grant Agreement; fails to comply with any applicable Department policy or procedure or any applicable Federal, State or local law, regulation or policy; or fails to correct a violation of any such law, regulation, policy or procedure. This does not limit any other suspension or termination rights that the Department may have under State or Federal laws, regulations or policies.

The Grant Agreement shall remain in effect until Subrecipient has satisfactorily completed all services and obligations described herein and these have been accepted by the Department, unless:

A. The Department suspends or terminates the Grant Agreement for cause and informs Subrecipient that the project is suspended or terminated immediately; or

B. The Department determines that the performance of the project is not in the best interest of the Department and informs Subrecipient that the project is suspended or terminated immediately; or

C. The Grant Agreement is suspended or terminated in writing with the mutual consent of both parties; or

D. There is a written thirty (30) day notice to suspend or terminate by either party.

The Department shall compensate Subrecipient for only those eligible expenses incurred during the Period of Performance specified in the Grant Agreement which are directly attributable to the completed portion of the work covered by the Grant Agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. Subrecipient shall not incur nor be reimbursed for any new obligations after the effective date of termination.

**Article 13. SUBCONTRACTS**

No portion of the work specified in the Grant Agreement shall be subcontracted without the prior written consent of the Department. In the event that Subrecipient desires to subcontract part of the work specified in the Grant Agreement, Subrecipient shall furnish the Department the names, qualifications and experience of their proposed subcontractors. For purposes of the Grant Agreement, subcontractor(s) shall include, but are not limited to, recipients of mini grants and parties to cooperative agreements and memoranda of understanding.

Subrecipient, however, shall remain fully responsible for the work to be done by its subcontractor(s) and shall assure compliance with all the requirements of the Grant Agreement. In any agreement entered into with a subcontractor, Subrecipient shall include or incorporate by reference all language contained in the Statement of Work and Special Conditions and in the General Terms and Conditions portions of this Highway Safety Grant Agreement, and the subcontractor shall agree to be bound by all requirements contained therein.

**Article 14. NONCOLLUSION**

Subrecipient certifies that its grant application was made without collusion or fraud, and it has not conferred on any public employee having official responsibility for the Highway Safety Grant process any loan, gift, favor, service or anything of more than nominal value, present or promised, in connection with its application. If Subrecipient breaches or violates this certification, the Department shall have the right to annul this Grant Agreement without liability.

**Article 15. SUBRECIPIENT'S RESOURCES**

Subrecipient certifies that it presently has adequate qualified personnel in its employment to perform the work required under the Grant Agreement, or that Subrecipient will be able to obtain such personnel from sources other than the Department. Subrecipient further certifies that it has the financial resources required to satisfy incurred costs whether or not such costs are eligible for subsequent reimbursement.

All employees of Subrecipient shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Subrecipient who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the project shall immediately be removed from association with the project.

Unless otherwise specified, Subrecipient shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**Article 16. SUBRECIPIENT SEAT BELT USE**

Subrecipient agrees to adopt and enforce an on-the-job seat belt use policy requiring all employees to wear a seat belt when operating any vehicle owned, leased or rented by Subrecipient, including police vehicles.

**Article 17. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

Subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Article 18. PROCUREMENT AND PROPERTY MANAGEMENT**

Subrecipient shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to the Grant Agreement in accordance with Virginia law and Department policies and procedures, provided that such laws, policies and procedures are not in conflict with Federal standards, as appropriate, in 2 CFR Part 200 and 2 CFR Part 1201.

In the event of conflict, such Federal standards shall apply unless Virginia law or Department policies or procedures impose stricter requirements than the Federal standards.

**Article 19. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this Grant Agreement shall become the sole property of the Commonwealth in accordance with Va. Code §2.2-2822 and Executive Memorandum 4-95. On request, Subrecipient shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed during the performance of the Grant Agreement.

**Article 20. RESEARCH ON HUMAN SUBJECTS**

Subrecipient shall comply with the National Research Act, Public Law 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by the Grant Agreement.

**Article 21. ASSIGNMENT**

The Grant Agreement shall not be assignable by Subrecipient in whole or in part without the written consent of the Department.

**Article 22. NONDISCRIMINATION**

A. Subrecipient WILL COMPLY WITH ALL Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include, but are not limited to:

1. *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. *49 CFR Part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);

3. *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

4. *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5. *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

6. *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

7. *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);

8. *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

9. *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;

B. The Subrecipient entity –

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, gender identity, sexual orientation or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally assisted.

2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

3. Agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

5. Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs a through d, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.”

C. Certifies that it has disclosed to the Department any administrative and/or court findings of noncompliance with nondiscrimination or equal opportunity laws, regulations or policies during the two preceding years. If Subrecipient has been cited for noncompliance with these laws, regulations or policies, Subrecipient will not be eligible to receive funding.

**Article 23. DRUG-FREE WORKPLACE**

Subrecipient certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103 – Federal grant recipients).

**Article 24. BUY AMERICA ACT**

Subrecipient will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a Subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to the Secretary of Transportation for approval.

The National Highway Traffic Safety Administration (NHTSA) was granted a Buy America Act public interest waiver that became effective July 30, 2015, (Federal Register Vol. 80, No. 125, published June 30, 2015). This waiver allows a State or Subrecipient to purchase any manufactured product with a purchase price of $5,000 or less, excluding a motor vehicle when the product is purchased using Federal grant funds administered under Chapter 4 of Title 23 of the United States Code. The “National Traffic and Motor Vehicle Safety Act of 1966” defines a motor vehicle as a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets, roads, and highways, but does not include a vehicle operated only on a rail line. See 49 U.S.C. 30102(a)(6). Therefore, the purchase of foreign-made cars, motorcycles, trailers and other similar conveyances must be made with a waiver regardless of price.

**Article 25. DEBARMENT AND SUSPENSION**

A. Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions by any State or Federal department or agency or otherwise excluded by any Federal or State department or agency;

2. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a Federal, State, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within a three-year period preceding this Grant Agreement, had one or more Federal, State, or local transactions terminated for cause or default.

B. Where Subrecipient is unable to certify to any of the statements in this Article, such Subrecipient shall attach an explanation to the Grant Agreement.

C. Subrecipient is prohibited from making any subcontract or sub-award or permitting any subcontract or sub-award to any party that does not certify to Subrecipient that such party meets the requirements set forth in Section A., Items 1–4 of this Article. When requested by the Department, Subrecipient shall furnish a copy of such certification.

D. Subrecipient shall require any party to a subcontract or purchase order awarded under the Grant Agreement to certify its eligibility to receive Federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

E. Subrecipient shall provide immediate written notice to the Department if at any time Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

F. Subrecipient agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**Article 26. POLITICAL ACTIVITY (HATCH ACT)**

Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**Article 27. FEDERAL LOBBYING CERTIFICATION**

Subrecipient certifies to the best of his or her knowledge and belief that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the party to the Grant Agreement shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

C. No funds under this Grant Agreement have been or will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Congress.

D. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Grant Agreement was made or entered into. Submission of this certification is a prerequisite for entering into this Grant Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Article 28. RESTRICTION ON STATE LOBBYING**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

No funds under this Grant Agreement will be expended for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, film presentation, or website/webpage designed to support or defeat legislation pending before the Virginia General Assembly, except in presentation to the General Assembly itself. In addition, grant funds shall not be used to pay the salary or expenses, in whole or in part, of any Subrecipient or agent acting for such Subrecipient related to any activity designed to influence legislation or appropriations pending before the Virginia General Assembly.

**Article 29. INTERPRETATION AND ENFORCEABILITY**

In the event any terms or provisions of this Grant Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of any terms and provisions contained in this Grant

Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Grant Agreement and the remedies available under the Code of Virginia. If Subrecipient is not a government entity, in the event the Department must initiate proceedings to enforce the terms and conditions of this Grant Agreement or seek redress for damages caused by Subrecipient's breach of this Grant Agreement, the Department shall be entitled to recover all costs including, without limitation, court costs and attorney fees, incurred in such proceedings.

**Article 30. ADDITIONAL PROVISIONS**

A. Signature Authorized. Subrecipient's authorized approving official, signing the certification page of the Grant Agreement, has the legal authority to apply for Federal Assistance and has the institutional, managerial, and financial capability (including funds sufficient to pay costs subsequently reimbursed and the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

B. Headings. The captions and headings used in this Grant Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

C. Notice. All notices, requests and demands shall be submitted through the eGrant system as directed by the Department.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice has been submitted through the eGrant system.

***Contract Attachments***

| Order By | Attachment | Description |
|---|---|---|
| No Data for Table | | |

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 10.C.

**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:** October 13, 2026

**Proposed Motion:** I move that Council approve and accept the Deed of Easement from 522 Properties, L.L.C., for a 20-foot sanitary sewer easement across Tax Map No. 4-45D, and authorize the Mayor to execute the deed on behalf of the Town, as presented.

**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: Garrey W. Curry, Jr
Title: County Administrator + Chair RSWRJ Authority Board

STATE OF Virginia
COUNTY OF Rappahannock, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Garrey W. Curry, _____ of RSW Regional Jail Authority, a political subdivision of the Commonwealth of Virginia, personally appeared before me this 27th day of July, 2026, and acknowledged that he/she is the Chair 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 27th day of July, 2026.

My commission expires: 1-31-2029.

Notary Registration No.: 324795

Melissa Dawn Dodson
NOTARY PUBLIC

MELISSA DAWN DODSON
NOTARY PUBLIC
REGISTRATION # 324795
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JANUARY 31, 2029

GRANTEE:

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

By: _____ (SEAL)
Name: Peter V. Walker
Title: member/mgr.

STATE 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 Peter V. Walker, member/mgr. of 522 PROPERTIES, L.L.C., a Virginia limited liability company, personally appeared before me this 9th day of October, 2026, and acknowledged that he/she is the member/mgr 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 9th day of October, 2026.

My commission expires: 11/30/2027.

Notary Registration No.: 7629812

_____
NOTARY PUBLIC

LAURA BEERY WALKER
NOTARY PUBLIC
REG. #7629812
MY COMMISSION EXPIRES
11/30/2027
COMMONWEALTH OF VIRGINIA

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.*

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

## NOTES:

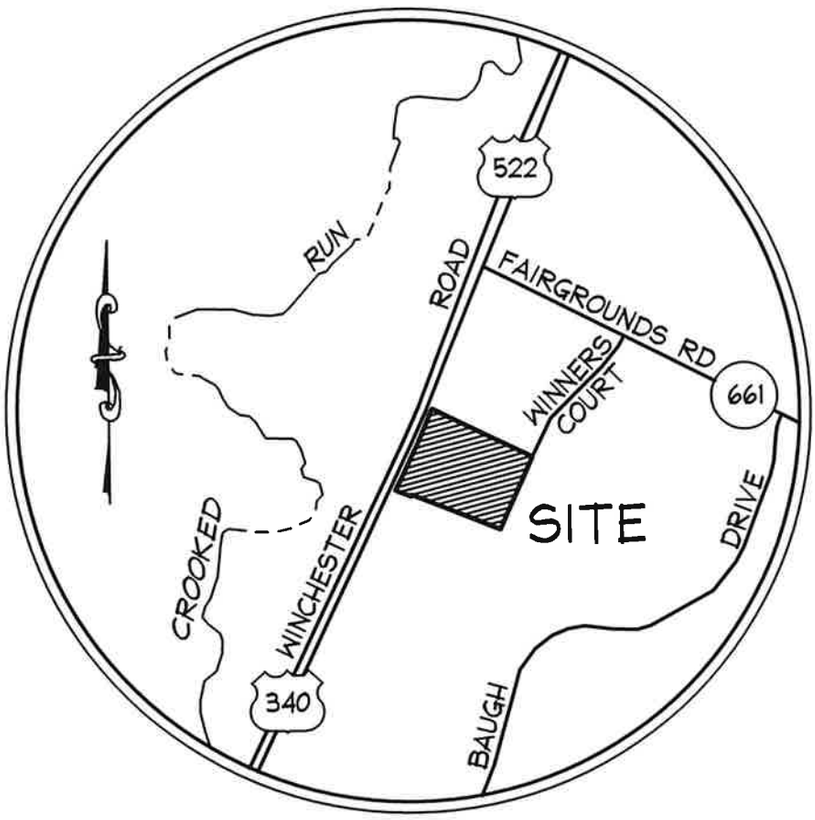
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2. NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
3. THIS SURVEY IS BASED OFF A COMPILATION OF LAND RECORDS.
4. ADDRESS: 6601 WINCHESTER RD.
   FRONT ROYAL, VA 22630
5. OWNER: RSW REGIONAL JAIL AUTHORITY
   6601 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°28'23"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' | 834.69' | 4°09'20" | 417.52' | N24°17'39"E | 834.51' |




VICINITY MAP
SCALE: 1"=2000'

COMMONWEALTH OF VIRGINIA
STEVEN P. THELEN
Lic. No. 3660
10.7.26
LAND SURVEYOR

PLAT SHOWING
DEDICATION OF SANITARY SEWER
AND TEMPORARY CONSTRUCTION
EASEMENT
ON THE PROPERTY OF
**RSW REGIONAL JAIL AUTHORITY**
INSTRUMENT 100004418
INSTRUMENT 110004570
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

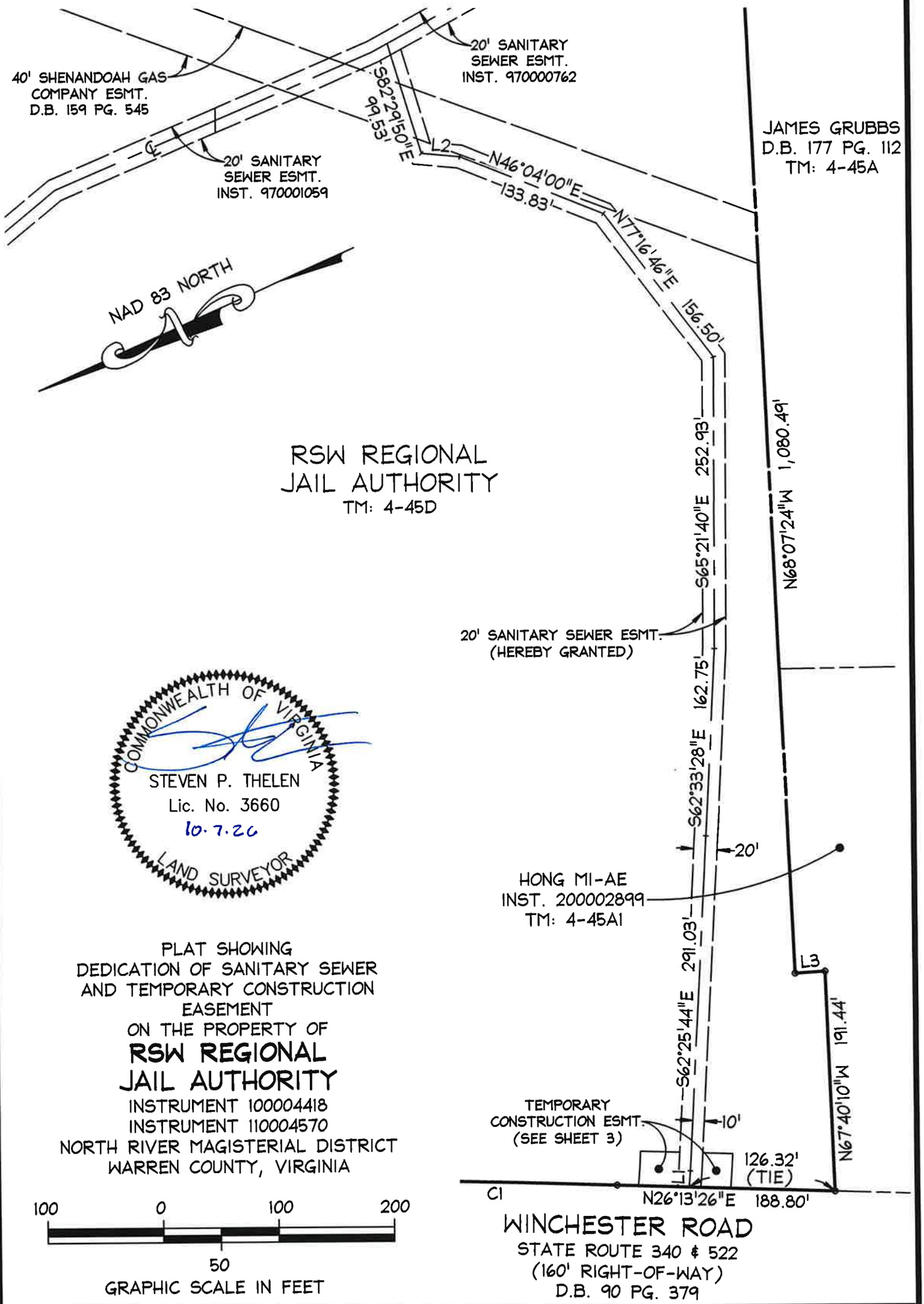

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West Office
9 Loudoun Street, SE
Leesburg, VA 20175


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




COMMONWEALTH OF VIRGINIA
STEVEN P. THELEN
Lic. No. 3660
10.7.26
LAND SURVEYOR

PLAT SHOWING
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GRAPHIC SCALE IN FEET

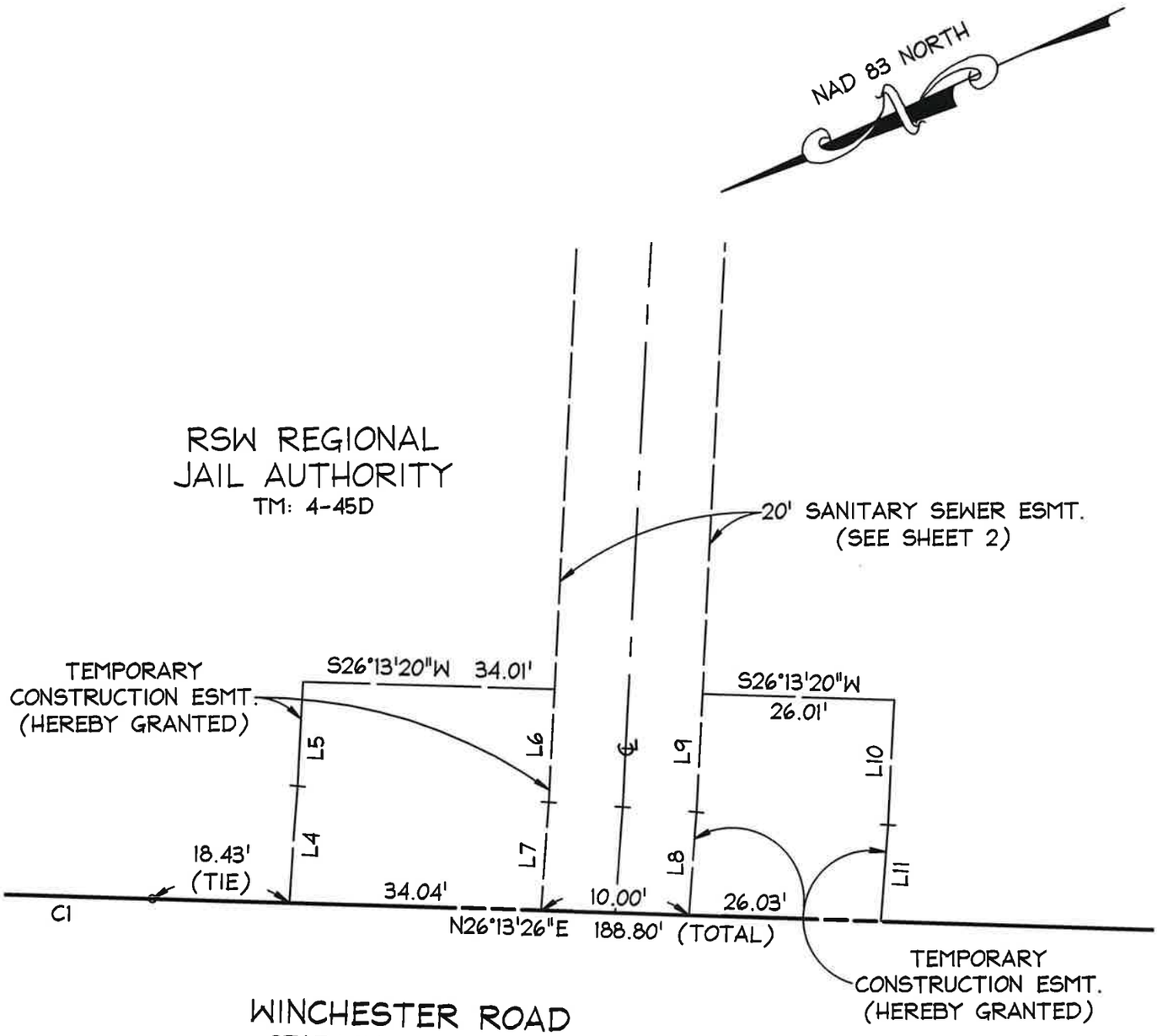

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|---|---|---|---|




COMMONWEALTH OF VIRGINIA

STEVEN P. THELEN
Lic. No. 3660
10.7.26

LAND SURVEYOR

20 0 20 40

10

GRAPHIC SCALE IN FEET

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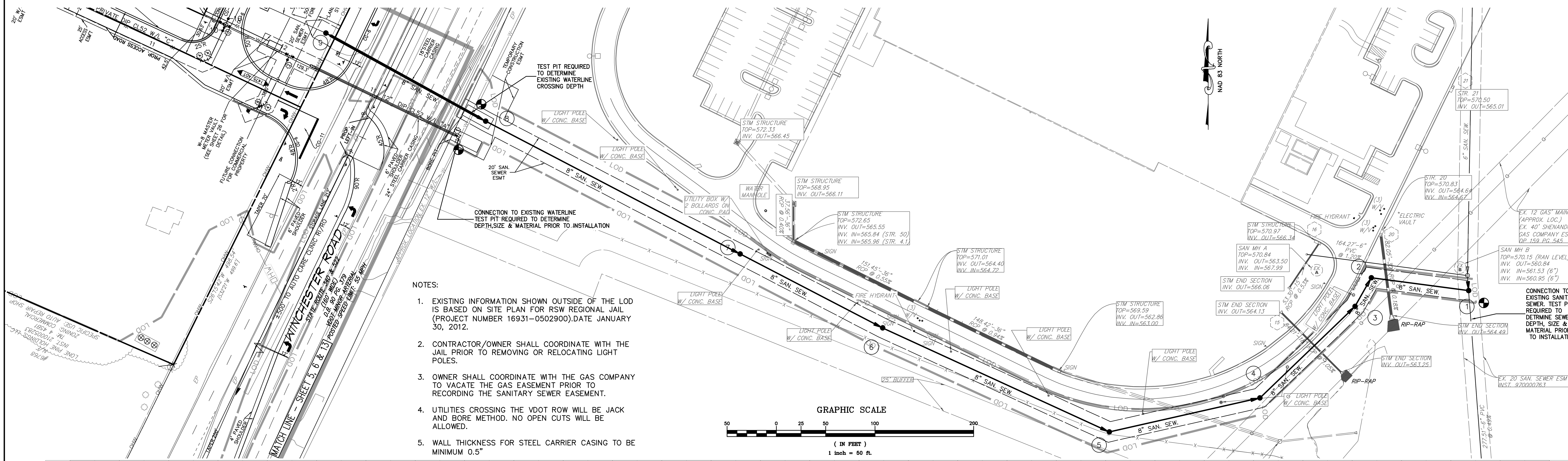
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|---|---|---|---|



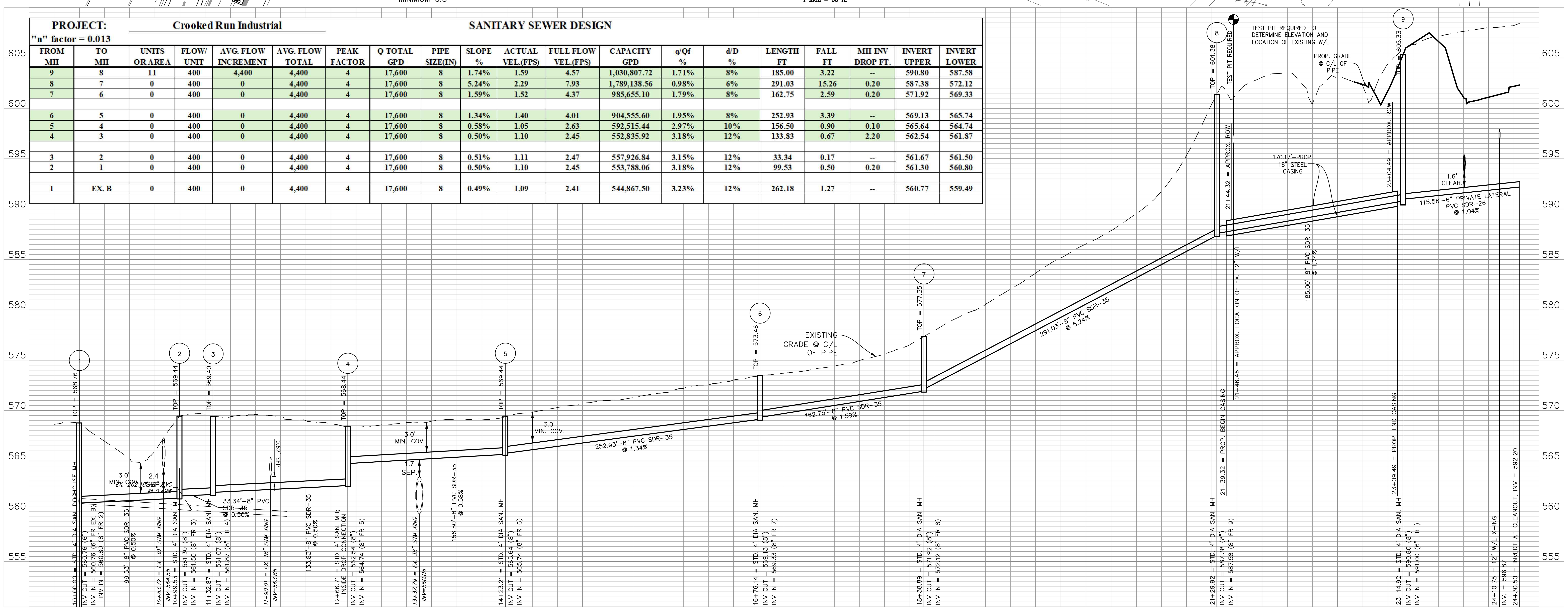

NOTES:

1. EXISTING INFORMATION SHOWN OUTSIDE OF THE LOD IS BASED ON SITE PLAN FOR RSW REGIONAL JAIL (PROJECT NUMBER 16931-0502900).DATE JANUARY 30, 2012.
2. CONTRACTOR/OWNER SHALL COORDINATE WITH THE JAIL PRIOR TO REMOVING OR RELOCATING LIGHT POLES.
3. OWNER SHALL COORDINATE WITH THE GAS COMPANY TO VACATE THE GAS EASEMENT PRIOR TO RECORDING THE SANITARY SEWER EASEMENT.
4. UTILITIES CROSSING THE VDOT ROW WILL BE JACK AND BORE METHOD. NO OPEN CUTS WILL BE ALLOWED.
5. WALL THICKNESS FOR STEEL CARRIER CASING TO BE MINIMUM 0.5"

**PROJECT: Crooked Run Industrial** — **SANITARY SEWER DESIGN**

"n" factor = 0.013

| FROM MH | TO MH | UNITS OR AREA | FLOW/ UNIT | AVG. FLOW INCREMENT | AVG. FLOW TOTAL | PEAK FACTOR | Q TOTAL GPD | PIPE SIZE(IN) | SLOPE % | ACTUAL VEL.(FPS) | FULL FLOW VEL.(FPS) | CAPACITY GPD | q/Qf % | d/D % | LENGTH FT | FALL FT | MH INV DROP FT. | INVERT UPPER | INVERT LOWER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 9 | 8 | 11 | 400 | 4,400 | 4,400 | 4 | 17,600 | 8 | 1.74% | 1.59 | 4.57 | 1,030,807.72 | 1.71% | 8% | 185.00 | 3.22 | -- | 590.80 | 587.58 |
| 8 | 7 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 5.24% | 2.29 | 7.93 | 1,789,138.56 | 0.98% | 6% | 291.03 | 15.26 | 0.20 | 587.38 | 572.12 |
| 7 | 6 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 1.59% | 1.52 | 4.37 | 985,655.10 | 1.79% | 8% | 162.75 | 2.59 | 0.20 | 571.92 | 569.33 |
| 6 | 5 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 1.34% | 1.40 | 4.01 | 904,555.60 | 1.95% | 8% | 252.93 | 3.39 | -- | 569.13 | 565.74 |
| 5 | 4 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 0.58% | 1.05 | 2.63 | 592,515.44 | 2.97% | 10% | 156.50 | 0.90 | 0.10 | 565.64 | 564.74 |
| 4 | 3 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 0.50% | 1.10 | 2.45 | 552,835.92 | 3.18% | 12% | 133.83 | 0.67 | 2.20 | 562.54 | 561.87 |
| 3 | 2 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 0.51% | 1.11 | 2.47 | 557,926.84 | 3.15% | 12% | 33.34 | 0.17 | -- | 561.67 | 561.50 |
| 2 | 1 | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 0.50% | 1.10 | 2.45 | 553,788.06 | 3.18% | 12% | 99.53 | 0.50 | 0.20 | 561.30 | 560.80 |
| 1 | EX. B | 0 | 400 | 0 | 4,400 | 4 | 17,600 | 8 | 0.49% | 1.09 | 2.41 | 544,867.50 | 3.23% | 12% | 262.18 | 1.27 | -- | 560.77 | 559.49 |




PROPOSED SANITARY SEWER PROFILE VIEW
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=5'


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Woodbridge, VA 22192

South Office
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Fredericksburg, VA 22407

West Office
9 Loudoun Street, SE
Leesburg, VA 20175

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The Engineering Groupe, Inc.


| NO. | DATE | COUNTY REVISIONS |
|---|---|---|
| | | |

# SANITARY SEWER PROFILE
# CROOKED RUN INDUSTRIAL
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
JAIMIE MOORE
Lic. No. 67600
04/20/2026
PROFESSIONAL ENGINEER

ENGINEERING GROUPE PROJECT STATUS

| DATE | ACTION |
|---|---|
| 4/20/2026 | ADDRESS COUNTY COMMENTS |

DATE: FEBRUARY 6, 2026
SCALE: HORIZ: 1"=50' VERT: 1"=5'
DESIGNER: JM,PA,KR,ZS,JB
DRAFTSMAN: PA,KR,ZS,JB
FILE NO. SP-497
SHEET 22 OF 93

## NOTES:

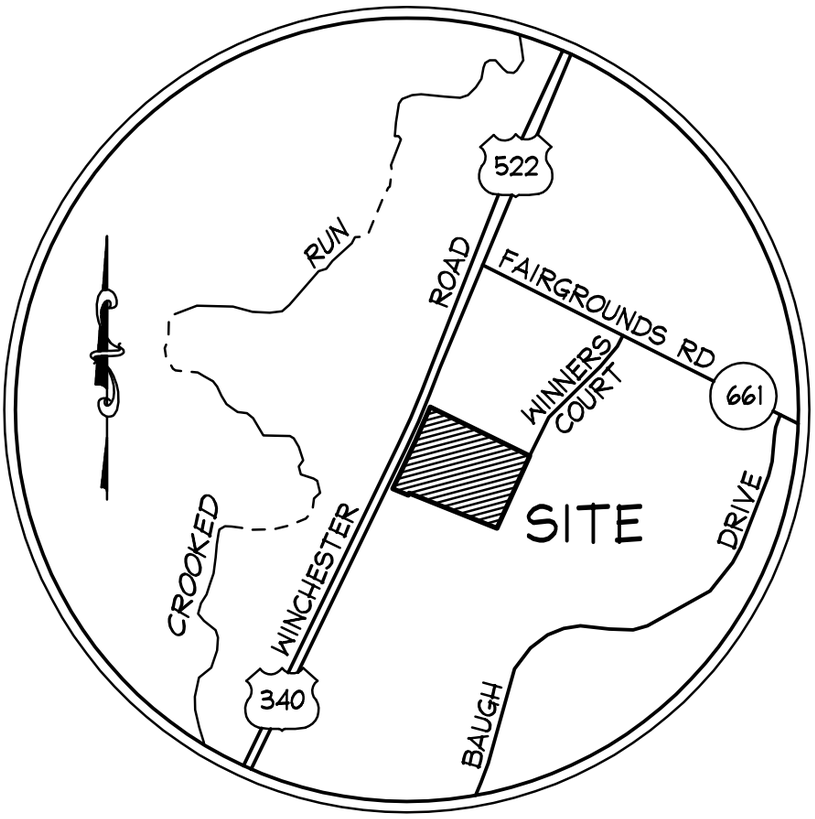
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2. NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE INDICATED ON THIS PLAT.
3. THIS SURVEY IS BASED OFF A COMPILATION OF LAND RECORDS.
4. ADDRESS: 6601 WINCHESTER RD.
   FRONT ROYAL, VA 22630
5. OWNER: RSW REGIONAL JAIL
   6601 WINCHESTER 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' |
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## CURVE TABLE:

| CURVE | RADIUS | ARC | DELTA | TANGENT | CHORD BEARING | CHORD |
|---|---|---|---|---|---|---|
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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
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**JAIL AUTHORITY**
INSTRUMENT 100004418
NORTH RIVER MAGISTERIAL DISTRICT
WARREN COUNTY, VIRGINIA

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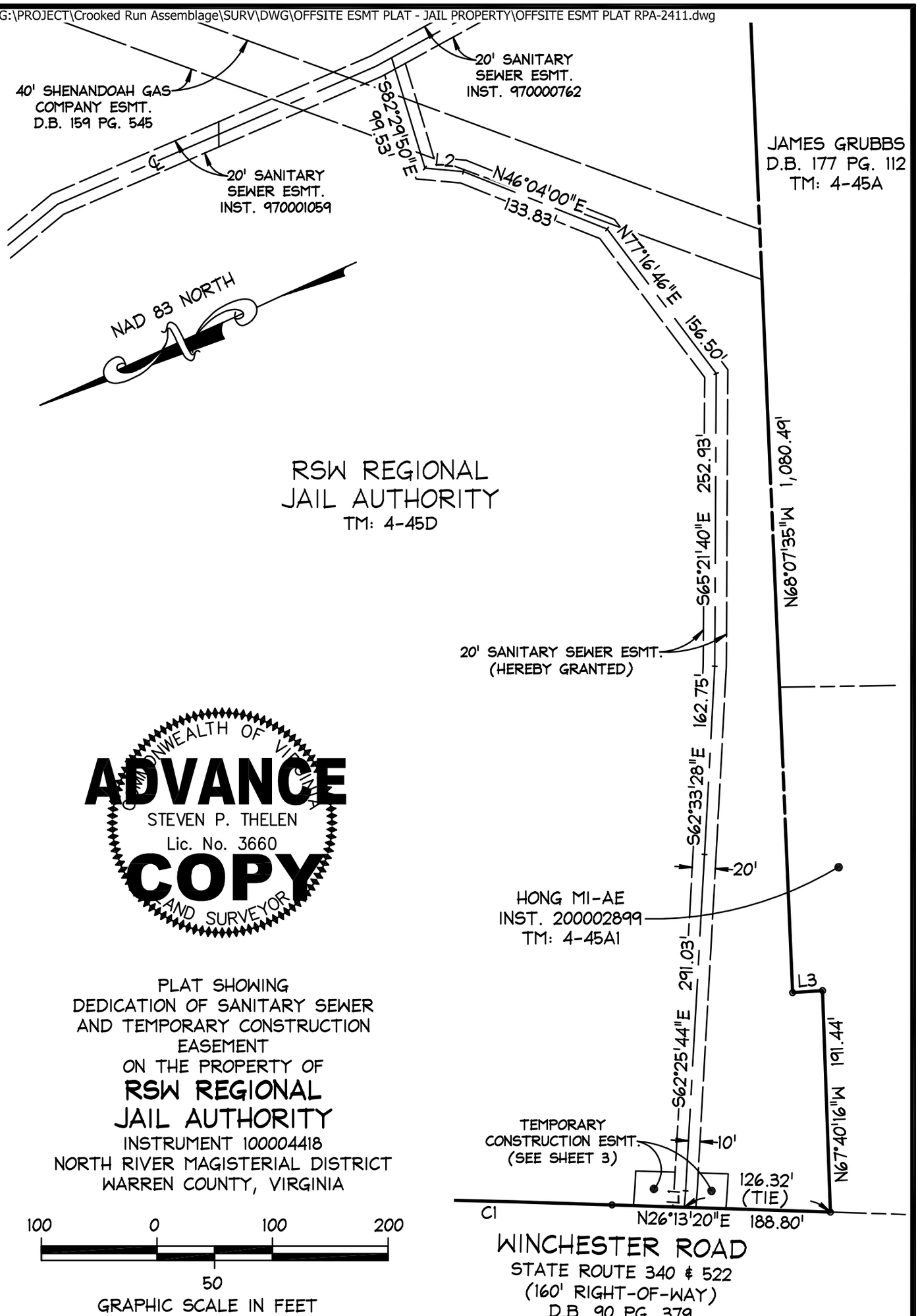
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| NO TITLE REPORT FURNISHED | SCALE: 1"=100' | DATE: FEBRUARY 24, 2026 | SHEET 1 OF 3 |
|---|---|---|---|

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




COMMONWEALTH OF VIRGINIA
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GRAPHIC SCALE IN FEET

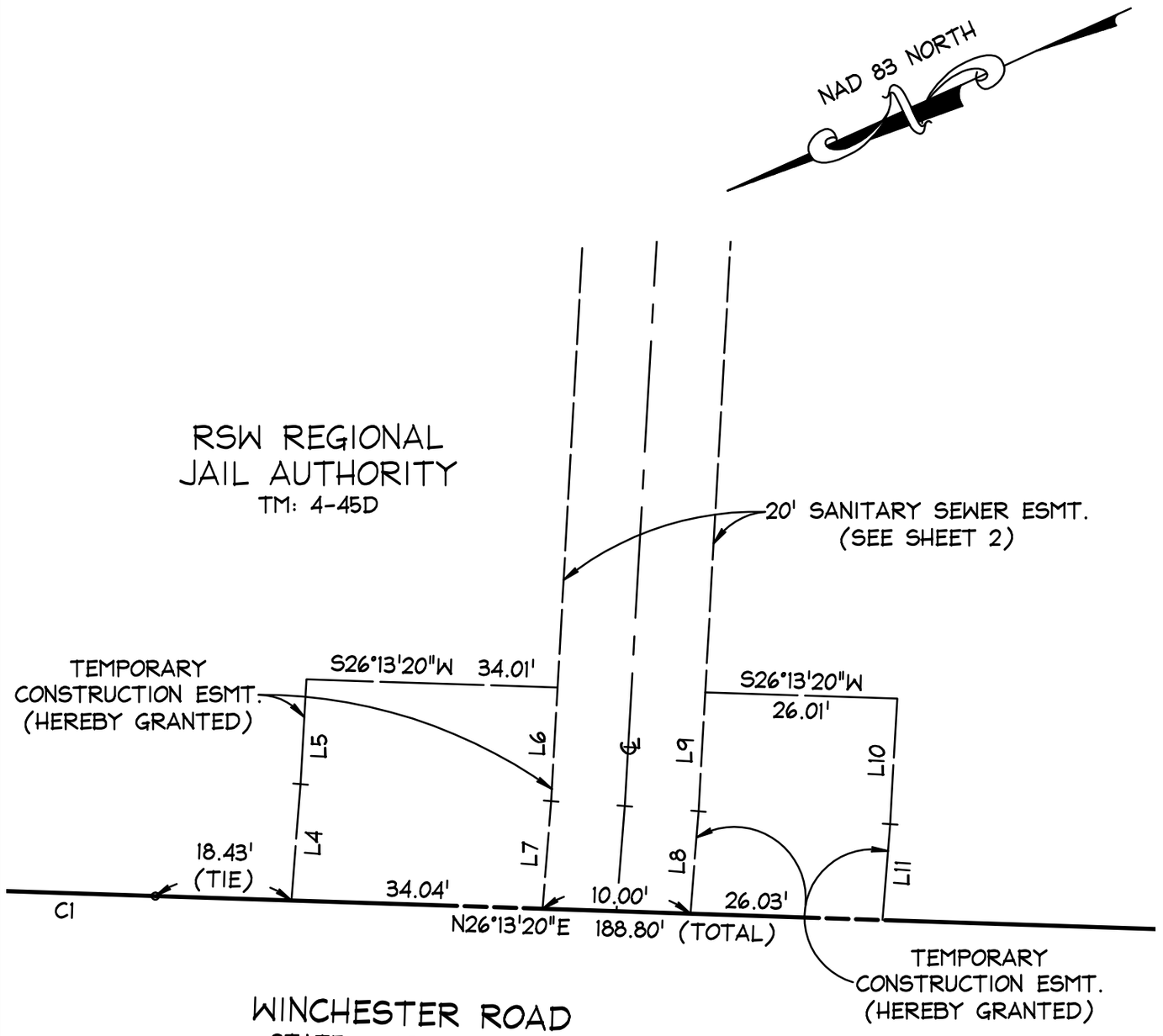

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|---|---|---|---|




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

20 0 20 40
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GRAPHIC SCALE IN FEET

PLAT SHOWING
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|---|---|---|---|

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 10.D.

**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:** October 13, 2026

**Proposed Motion:** I move that Council approve and accept the Deed of Confirmation of Sanitary Sewer Easement from N3M Land & Homes, LLC, for a 20-foot-wide sanitary sewer easement across Tax Map No. 20A8-21-Q-21, and authorize the Mayor to execute the deed on behalf of the Town, as presented.

**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 12th day of October 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.

10/12/2026

Witness the following signatures and seals;

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT

The foregoing instrument was acknowledged before me this 12th day of October 2026 by **Naveed m. Alam, Manager & Member, N3M Land & Homes, LLC**

My commission expires: 01/31/2030
My Notary I. D. Number is: 335476

Faye Campbell
**Notary Public**

FAYE CAMPBELL NOTARY PUBLIC REG. #335476 MY COMMISSION EXPIRES 01/31/2029 COMMONWEALTH OF VIRGINIA

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

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

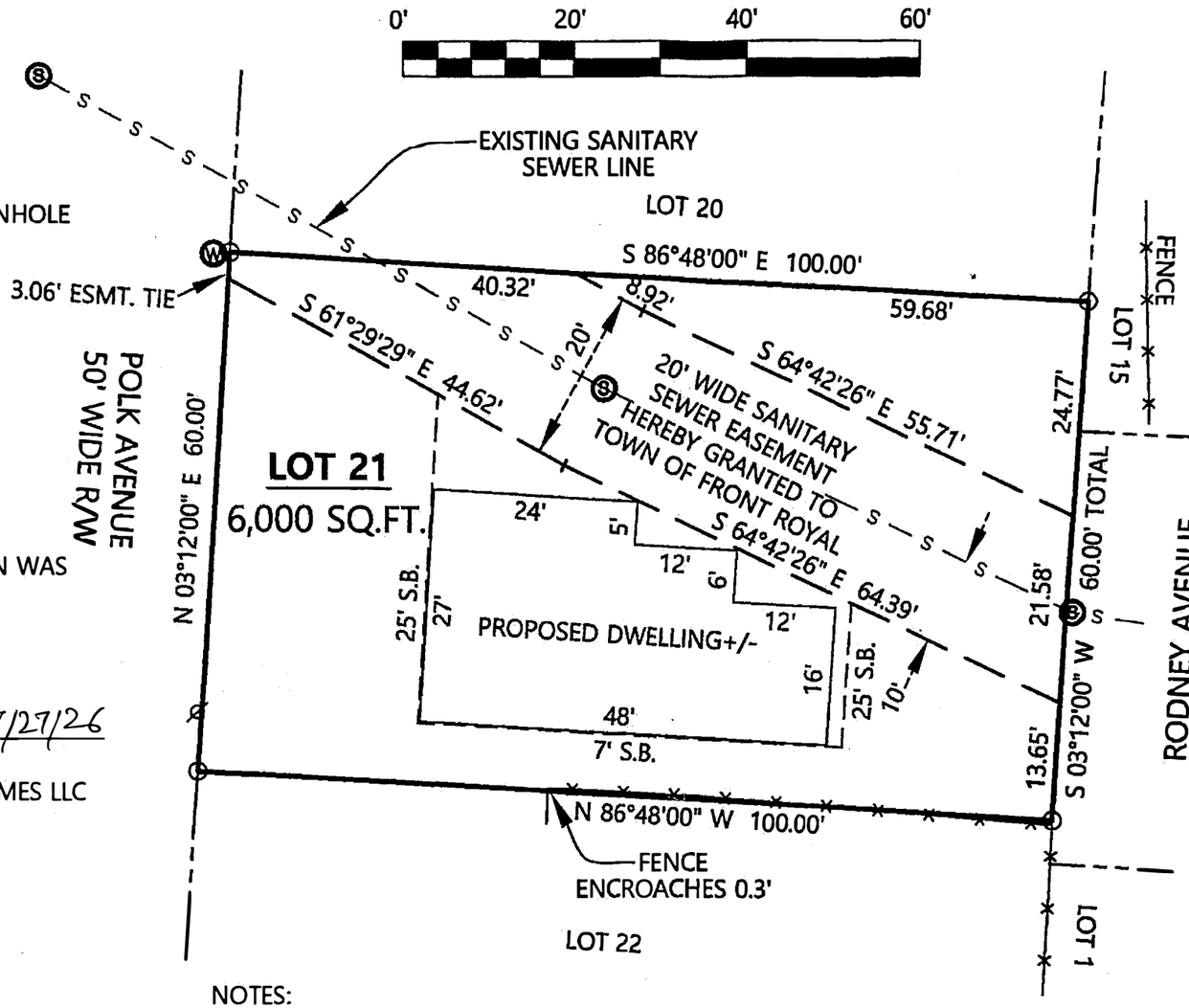
APPROVED AS TO FORM:

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

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


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


| SCALE: | DATE: | DRAWN BY: |
|---|---|---|
| 1" = 20' | FEB. 19, 2026 | PMH |
| JOB: | PAPER SIZE: | SHEET: |
| W16-61A | 8.5" X 14" | 1 OF 1 |

OWNERS MAILING ADDRESS:
25608 CREEK RUN TER., CHANTILLY, VA 20152

DRAWING FILE: LOT 21 POLK AVENUE ESMT R1.dwg

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 10.E.

**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:** October 13, 2026

**Proposed Motion:** I move that Council approve the Release of Restrictive Covenants between the Town and the Industrial Development Authority, releasing the restrictive covenants recorded against the properties in 2017, with the properties remaining subject to all applicable Town zoning and subdivision requirements, as presented.

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**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 :

_____
NOTARY PUBLC

DRAFT

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 11.A.

**Agenda Item:** Resolution authorizing the issuance and sale of a general obligation and sewer revenue bond for the Riverton Sewer Lift Station Project

**Summary:** Town Council is requested to approve a resolution authorizing the issuance and sale of general obligation and sewer revenue bond in a principal amount not to exceed $1,800,000 for the Riverton Lift Station Project (aka Riverton Sewer Pump Station).

The Town applied for financing through the Virginia Water Facilities Revolving Fund and received a commitment letter from the Virginia Resource Authority in March 2026. The Virginia Resource Authority is the administrator of the Virginia Water Facilities Revolving Fund. Estimated term of financing as of September 25, 2026 was 3.3% interest rate for a term of 25 years. The final interest rate is to be set approximately 1-month before the loan closing. The proposed resolution requires that the bond shall bear an interest rate not to exceed 5%.

The Town's engineering firm Potesta Engineering has been working on obtaining various approvals from the Virginia Department of Environmental Quality, the Town has been working with VML VACO for financial consulting, Howard Estes Law & Consulting for Bond Counsel, has solicited procurement for the project, and held a public hearing that is necessary for potential financing.

Council will be requested to approve award of a construction contract and approval of a FY27 budget amendment as separate items.

**Budget/Funding:** Council will be requested to approve a FY27 Budget Amendment to allocate revenues from loan proceeds to expenses associated with the Riverton Lift Station Project.

**Meetings:** 9/8/26 - Work Session - Discussion of Public Hearing for Financing of Riverton Sewer Lift Station & Centrifuge Project
9/28/26 - Public Hearing for Financing of Riverton Sewer Lift Station & Centrifuge Project

**Proposed Motion:** I move that Council approve a resolution authorizing the issuance and sale of a general obligation and sewer revenue bond in a principal amount not to exceed $1,800,000 and providing for the form, details, and payment thereof as presented.

**Moved:** None **Seconded:** None

**Yes:** None **No:** None **Abstain:** None

**CERTIFICATE OF THE CLERK OF THE TOWN OF FRONT ROYAL, VIRGINIA**

The undersigned Clerk of the Town of Front Royal, Virginia (the "Town"), certifies that:

1. A regular meeting of the Council (the "Council") of the Town, was held on October ___, 2026. At such meeting, the resolution attached hereto (the "Resolution") was adopted, after a public hearing on the issuance of the bond described therein was held on September 28, 2026 in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, by the affirmative roll-call vote of a majority of all members elected to the Council, those present and the ayes and nays being recorded in the minutes of the meeting as shown below:

| | | | Voting | | |
|---|---|---|---|---|---|
| Member Name | Present | Absent | Yes | No | Abstain |
| Lori A. Cockrell, Mayor | _____ | _____ | _____ | _____ | _____ |
| Amber F. Veitenthal, Vice Mayor | _____ | _____ | _____ | _____ | _____ |
| Joshua L. Ingram | _____ | _____ | _____ | _____ | _____ |
| R. Wayne Sealock | _____ | _____ | _____ | _____ | _____ |
| Melissa DeDomenico-Payne | _____ | _____ | _____ | _____ | _____ |
| H. Bruce Rappaport | _____ | _____ | _____ | _____ | _____ |
| Glenn E. Wood | _____ | _____ | _____ | _____ | _____ |

2. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof. The following constitutes a true, complete and correct copy of the Resolution adopted at a meeting of the Town Council of the Town of Front Royal, Virginia, held on the date set forth above.

WITNESS my signature and the seal of the Town, this ____ day of _____, 2026.

(SEAL)

_____
Clerk of Town of Front Royal, Virginia

Prepared by: Howard P. Estes, Jr.
Estes Law & Consulting
13207 Broncroft Ct.
Midlothian, VA 23113

# RESOLUTION OF TOWN COUNCIL

## AUTHORIZING THE ISSUANCE AND SALE OF A GENERAL OBLIGATION AND SEWER REVENUE BOND IN A PRINCIPAL AMOUNT NOT TO EXCEED $1,800,000, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF (Riverton Sewer Lift Station Project – C-515889)

**WHEREAS,** the Town of Front Royal, Virginia (the "Town"), has determined to issue its general obligation and sewer revenue bond in the maximum amount of $1,800,000 (the "Bond"), in order to finance the project described in Exhibit A (the "Project"); and

**WHEREAS,** the Council of the Town (the "Council") has determined that the Project will promote environmental outcomes and improvements to the wastewater treatment standards for the benefit of the Town and its residents; and

**WHEREAS**, the Town has applied to the Virginia Resources Authority (the "VRA"), as Administrator of the Virginia Water Facilities Revolving Fund (the "Fund"), to purchase the Bond and the VRA has indicated its willingness to purchase such Bond from certain available monies from the Fund, in accordance with the terms of a Financing Agreement to be dated as of a date specified by the VRA, between the VRA and the Town (the "Financing Agreement"), the form of which has been presented to this meeting;

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:**

**1. Issuance of Bond and Use of Proceeds.** Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the "Public Finance Act"), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the "Virginia Code"), the Council hereby authorizes the issuance and sale of a general obligation and sewer revenue bond of the Town in a maximum principal amount set forth above to provide funds to finance the Project and pay issuance and financing costs incurred in issuing the Bond.

**2. Approval and Authorization of Financing Agreement.** The Project is to be funded through the issuance by the Town of its Bond and a related Financing Agreement. The form of the Financing Agreement submitted to this meeting is hereby approved. The Mayor and the Town Manager, either of whom may act (each an "Authorized Signatory"), are authorized to execute the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bond to the VRA shall be upon the terms and conditions of the Financing Agreement. The proceeds of such bond shall be applied in the manner set forth in the Financing Agreement. All capitalized terms used herein relating to the Financing Agreement, but not otherwise defined herein, shall have the same meaning as set forth in the Financing Agreement.

**3. Bond Details.** The Bond shall be issued as a single, fully registered bond without coupons, shall be numbered R-1, and shall bear interest at a rate not to exceed five percent (5.00%). The Bond shall have such series designation, description and terms as set forth in the form of Bond attached as Exhibit B (the "Bond Form"), shall be in the maximum principal amount set forth above and shall mature no later than twenty-five (25) years after the date of its initial delivery. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to (a) determine the final principal amount of the Bond and (b) establish the amortization schedule (including the principal installment dates and amounts) for the Bond in such manner as the Authorized Signatory shall determine to be in the best interest of the Town. The Bond is further being issued on a parity basis with such Existing Parity Bonds as identified on Exhibit C to this Resolution.

**4. Payment and Redemption Provisions.** The principal of the Bond shall be payable as set forth in the Bond and the Financing Agreement. The principal of the Bond shall be payable in lawful money of the United States of America. Nothing in the Bond, this Resolution, or the Financing Agreement shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof other than the Town. The Town may, at its option, redeem, prepay or refund the Bond upon the terms set forth in the Financing Agreement.

**5. Execution and Form of Bond.** The Bond shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Bond shall be issued as a typewritten bond in substantially the form of the Bond Form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.

**6. Pledge of Full Faith and Credit and Revenues.** The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, on the Bond. Further, the Revenues of the sewer System of the Town are hereby pledged upon the terms and conditions set forth in the Financing Agreement to secure the payment of the principal of and premium, if any, on the Bond and the payment and performance of the Town's obligations under the Financing Agreement.

**7. Preparation of Printed Bond.** The Town shall initially issue the Bond in typewritten form. Upon request of the registered owner and upon presentation of the Bond at the office of the Registrar (as hereinafter defined), the Town shall arrange to have prepared, executed and delivered in exchange as soon as practicable the Bond in printed form in an aggregate principal amount equal to the unpaid principal of the Bond in typewritten form, in such denominations and multiples thereof, of the same form and maturity and registered in such names as requested by the registered owners or their duly authorized attorneys or legal representatives. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal

affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled.

**8. Registration and Transfer of the Bond.** The Town appoints the Director of Finance of the Town as paying agent and registrar (the "Registrar") for the Bond. If deemed to be in its best interest, the Town may at any time upon written notice to the VRA appoint a qualified bank or trust company as successor Registrar. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new Bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal and premium, if any, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books.

**9. Mutilated, Lost or Destroyed Bond.** If any Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new Bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated Bond or in lieu of and in substitution for such lost or destroyed Bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed Bond, (a) has filed with the Town evidence satisfactory to the Town that such Bond was lost or destroyed and (b) has furnished to the Town satisfactory indemnity.

**10. Preparation and Delivery of Bond.** The Mayor or Vice-Mayor, either of whom may act, and the Director of Finance and Clerk of the Town are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to the VRA as the purchaser thereof upon receipt of the Local Bond Proceeds from the VRA as set forth in the Financing Agreement.

**11. Other Matters.** Each of the Mayor, the Vice-Mayor, the Clerk, the Deputy Clerk, Town Manager and Director of Finance, and any other officer of the Town is authorized to execute and deliver on behalf of the Town such funding agreements and other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bond or the Financing Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

**12. Tax Compliance Documentation.** Each of the Mayor and Vice-Mayor of the Town is authorized to execute a Nonarbitrage Certificate and Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Bond and containing such covenants as may be necessary or desirable in order to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds," so that the interest on the Bond would not be included in gross income for federal income tax purposes. The Tax Documents may contain such elections under the Code with respect to the Bond as the officer or officer executing them approves, and such approval shall be evidenced conclusively by the execution and delivery of the Tax Documents. The Town covenants that the proceeds from the issuance and sale of the Bond will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Bond, and that the Town shall comply with the other covenants and representations contained therein.

**13. Election to Apply Public Finance Act.** Pursuant to Section 15.2-2601 of the Virginia Code, it is hereby elected to have the Public Finance Act apply to the Bond exclusively without regard to any charter or local act that might otherwise apply.

**14. Contract with Bondholders**. The provisions of this resolution shall constitute a contract between the Town and the bondholder for so long as the Bond is outstanding.

**15. Limitation of Liability of Officials of Town**. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this resolution provided he or she acts in good faith.

**16. Conditions Precedent**. Upon the issuance of the Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bond shall have happened, exist and have been performed.

**17. Other Actions.** All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the issuance, sale and delivery of the Bond pursuant to this Resolution and the Financing Agreement.

**18. Headings.** Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

**19. Constitutional Authority and Severability.** The Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2)

thereof). The principal of the Bond shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

**20. Filing of Resolution.** The Authorized Signatory and counsel to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

**21. Effective Date.** This Resolution shall take effect immediately.

Adopted: October ___, 2026.

_____
Mayor of the Town of Front Royal, Virginia

**ATTEST:**

_____
Clerk of the Town of Front Royal, Virginia

**EXHIBIT A**

## Description of the Project

The Project includes financing 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, as well as related engineering, administrative, and finance closing costs.

**EXHIBIT B**

**(Form of Bond)**

**REGISTERED** **REGISTERED**

**R-1** **_____**

**UNITED STATES OF AMERICA**

**COMMONWEALTH OF VIRGINIA**

**TOWN OF FRONT ROYAL**

**$_____**
**General Obligation and Sewer Revenue Bond, Series 2026**
**(Riverton Sewer Lift Station Project – C-515889)**
**Dated: _____**

The Town of Front Royal**,** Virginia (the "Town"), a political subdivision of the Commonwealth of Virginia, for value received, acknowledges itself in debt and promises to pay to the order of the Virginia Resources Authority, as Administrator of the Virginia Water Facilities Revolving Fund, Richmond, Virginia (the "VRA") or its legal representative or registered assigns, the principal sum equal to the aggregate amount of principal advances made and noted on the Schedule of Principal Advances below, but not to exceed _____ Dollars ($_____), with interest, including an annual administrative fee payable as set forth in Section 6.1 of the Financing Agreement (defined below), on the unpaid principal advances until payment of the entire principal sum at the annual rate of _____ (_____%), as follows:

Commencing _____ 1, _____ and continuing semiannually thereafter on _____ 1 and _____ 1 in each year, principal of this Bond shall be due and payable in equal installments of $_____ with a final installment of $_____ due and payable on _____1, _____; provided however, that if principal advances up to the maximum authorized amount are not made, the principal amount due on this Bond shall not include such undisbursed amount. However, unless the Town and the VRA agree otherwise in writing, until all payments due hereunder shall have been paid in full, less than full disbursement of the maximum authorized amount of this Bond shall not postpone the due date of any semi-annual installment due hereunder or change the amount of such installment unless the principal amount due under this Bond is less than the amount of such installment. If not sooner paid, all amounts under this Bond shall be due and payable in full on _____ 1, _____.

In addition, if any installment of principal is not received by the registered owner of this Bond within ten (10) days from its due date, the Town shall pay to the registered owner of this Bond a late payment charge in an amount equal to five percent (5.00%) of such overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

No notation is required to be made on this Bond of the payment of any principal on normal installment payment dates or of any prepayments of principal. HENCE, THE FACE AMOUNT OF THIS BOND MAY EXCEED THE PRINCIPAL SUM REMAINING OUTSTANDING AND DUE HEREUNDER.

In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia.

This Bond is issued pursuant to the Public Finance Act of 1991 and a resolution duly adopted by the Council of the Town of Front Royal, Virginia, on October ____, 2026, under the Constitution and the statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, and pursuant to the terms of a financing agreement (the "Financing Agreement") between the VRA and the Town to evidence a loan by the VRA to the Town to finance the Project Costs (as defined in the Financing Agreement). The obligations of the Town under this Bond shall terminate when all amounts due and to become due pursuant to this Bond and the Financing Agreement have been paid in full.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and premium, if any, on this Bond and the performance of the Town's obligations under the Financing Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, on this Bond.

Principal of and interest on this Bond shall also be payable from the Revenues (as defined in the Financing Agreement), except to the extent such payment shall be made from the proceeds of this Bond or the bonds or notes to be issued by the Town to redeem the Bond or the income, if any, derived from the investment thereof. The Revenues are pledged to secure the payment of the principal of and interest on this Bond (i) on parity with the pledge of Revenues to the payment of the Existing Parity Bonds and (ii) on a subordinate basis with the pledge of Revenues to the payment of the Prior Bonds (with the capitalized terms herein as defined in the Financing Agreement).

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Financing Agreement.

The Town may issue additional bonds ranking on parity with this Bond with respect to the pledge of the Revenues of the System.

This Bond may be redeemed, prepaid or refunded at the option of the Town upon the terms and conditions set forth in the Financing Agreement.

If an Event of Default (as defined in the Financing Agreement) occurs, the principal of this Bond may be declared immediately due and payable by the holder by written notice to the Town.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Bond Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

_____
Mayor of the Town of Front Royal, Virginia

**ATTEST:**

_____
Clerk of the Town of Front Royal, Virginia

## CERTIFICATE OF ADVANCES

The principal sum payable under this Bond, not to exceed $_____, shall be an amount equal to the aggregate of all principal advances noted below. The aggregate amount of all principal advances under this Bond shall be certified by an authorized representative of the registered owner of this Bond.

| Amount | Date | Authorized Signature |
|---|---|---|
| $_____ | _____, 2026 | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |
| _____ | _____, 202_ | _____ |

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned sell(s), assign(s) and transfer(s) unto

_____

(Please print or type name and address, including postal zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE:

_____

| | |
|---|---|
| : | : |
| : | : |
| :_____ | :_____ |

the within bond and all rights thereunder, hereby irrevocably constituting and appointing _____,
Attorney, to transfer said bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____
NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

_____
(Signature of Registered Owner)

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

**EXHIBIT C**

**Existing Parity Indebtedness**

[TBD]

**$1,800,000** **Preliminary**

Town of Front Royal, Virginia
Virginia Clean Water Revolving Loan Fund
Riverton Sewer Lift Station

# Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I |
|---|---|---|---|---|
| 11/13/2026 | - | - | - | - |
| 05/13/2027 | 23,449.16 | 3.300% | 29,700.00 | 53,149.16 |
| 11/13/2027 | 23,836.07 | 3.300% | 29,313.09 | 53,149.16 |
| 05/13/2028 | 24,229.36 | 3.300% | 28,919.79 | 53,149.15 |
| 11/13/2028 | 24,629.15 | 3.300% | 28,520.01 | 53,149.16 |
| 05/13/2029 | 25,035.53 | 3.300% | 28,113.63 | 53,149.16 |
| 11/13/2029 | 25,448.61 | 3.300% | 27,700.54 | 53,149.15 |
| 05/13/2030 | 25,868.52 | 3.300% | 27,280.64 | 53,149.16 |
| 11/13/2030 | 26,295.35 | 3.300% | 26,853.81 | 53,149.16 |
| 05/13/2031 | 26,729.22 | 3.300% | 26,419.94 | 53,149.16 |
| 11/13/2031 | 27,170.25 | 3.300% | 25,978.90 | 53,149.15 |
| 05/13/2032 | 27,618.56 | 3.300% | 25,530.59 | 53,149.15 |
| 11/13/2032 | 28,074.27 | 3.300% | 25,074.89 | 53,149.16 |
| 05/13/2033 | 28,537.49 | 3.300% | 24,611.66 | 53,149.15 |
| 11/13/2033 | 29,008.36 | 3.300% | 24,140.79 | 53,149.15 |
| 05/13/2034 | 29,487.00 | 3.300% | 23,662.16 | 53,149.16 |
| 11/13/2034 | 29,973.54 | 3.300% | 23,175.62 | 53,149.16 |
| 05/13/2035 | 30,468.10 | 3.300% | 22,681.06 | 53,149.16 |
| 11/13/2035 | 30,970.82 | 3.300% | 22,178.33 | 53,149.15 |
| 05/13/2036 | 31,481.84 | 3.300% | 21,667.32 | 53,149.16 |
| 11/13/2036 | 32,001.29 | 3.300% | 21,147.87 | 53,149.16 |
| 05/13/2037 | 32,529.31 | 3.300% | 20,619.84 | 53,149.15 |
| 11/13/2037 | 33,066.05 | 3.300% | 20,083.11 | 53,149.16 |
| 05/13/2038 | 33,611.64 | 3.300% | 19,537.52 | 53,149.16 |
| 11/13/2038 | 34,166.23 | 3.300% | 18,982.93 | 53,149.16 |
| 05/13/2039 | 34,729.97 | 3.300% | 18,419.19 | 53,149.16 |
| 11/13/2039 | 35,303.02 | 3.300% | 17,846.14 | 53,149.16 |
| 05/13/2040 | 35,885.52 | 3.300% | 17,263.64 | 53,149.16 |
| 11/13/2040 | 36,477.63 | 3.300% | 16,671.53 | 53,149.16 |
| 05/13/2041 | 37,079.51 | 3.300% | 16,069.65 | 53,149.16 |
| 11/13/2041 | 37,691.32 | 3.300% | 15,457.84 | 53,149.16 |
| 05/13/2042 | 38,313.23 | 3.300% | 14,835.93 | 53,149.16 |
| 11/13/2042 | 38,945.39 | 3.300% | 14,203.76 | 53,149.15 |
| 05/13/2043 | 39,587.99 | 3.300% | 13,561.16 | 53,149.15 |
| 11/13/2043 | 40,241.19 | 3.300% | 12,907.96 | 53,149.15 |
| 05/13/2044 | 40,905.17 | 3.300% | 12,243.98 | 53,149.15 |
| 11/13/2044 | 41,580.11 | 3.300% | 11,569.05 | 53,149.16 |
| 05/13/2045 | 42,266.18 | 3.300% | 10,882.97 | 53,149.15 |
| 11/13/2045 | 42,963.57 | 3.300% | 10,185.58 | 53,149.15 |
| 05/13/2046 | 43,672.47 | 3.300% | 9,476.68 | 53,149.15 |
| 11/13/2046 | 44,393.07 | 3.300% | 8,756.09 | 53,149.16 |
| 05/13/2047 | 45,125.55 | 3.300% | 8,023.60 | 53,149.15 |
| 11/13/2047 | 45,870.13 | 3.300% | 7,279.03 | 53,149.16 |
| 05/13/2048 | 46,626.98 | 3.300% | 6,522.17 | 53,149.15 |
| 11/13/2048 | 47,396.33 | 3.300% | 5,752.83 | 53,149.16 |
| 05/13/2049 | 48,178.37 | 3.300% | 4,970.79 | 53,149.16 |
| 11/13/2049 | 48,973.31 | 3.300% | 4,175.85 | 53,149.16 |
| 05/13/2050 | 49,781.37 | 3.300% | 3,367.79 | 53,149.16 |
| 11/13/2050 | 50,602.76 | 3.300% | 2,546.39 | 53,149.15 |
| 05/13/2051 | 51,437.71 | 3.300% | 1,711.45 | 53,149.16 |
| 11/13/2051 | 52,286.43 | 3.300% | 862.73 | 53,149.16 |
| **Total** | **$1,800,000.00** | **-** | **$857,457.82** | **$2,657,457.82** |

*[1] Interest Rate as of 9/25/26. Final interest rate to be set approximately 1-month before loan closing*

## Yield Statistics

| | |
|---|---|
| Bond Year Dollars | $25,983.57 |
| Average Life | 14.435 Years |
| Average Coupon | 3.2999999% |
| Net Interest Cost (NIC) | 3.2999999% |
| True Interest Cost (TIC) | 3.2999999% |
| Bond Yield for Arbitrage Purposes | 3.2999999% |
| All Inclusive Cost (AIC) | 3.2999999% |

## IRS Form 8038

| | |
|---|---|
| Net Interest Cost | 3.2999999% |
| Weighted Average Maturity | 14.435 Years |

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 11.B.

**Agenda Item:** Bid Award - Riverton Sewer Lift Station Upgrade Project

**Summary:** Council is requested to authorize the award of the Riverton Sewer Lift Station Upgrade Project to CPP Construction Company, Inc., of Gaithersburg, Maryland, the lowest responsive and responsible bidder, in the amount of $1,694,000.00.

The Riverton Pump Station was constructed in the 1970s, and much of its existing equipment has reached or exceeded its useful service life. The project will replace aging pumps and other critical equipment and upgrade electrical and structural components of the station.

On August 19, 2026, the Purchasing Department conducted a public bid opening for the Riverton Sewer Lift Station Upgrade Project and received three (3) bids. The project was procured through competitive sealed bidding in accordance with the Virginia Public Procurement Act (VPPA).

**Budget/Funding:** 9801-47009 Wastewater Treatment Plant – Building & Structures $1,694,000.00

**Meetings:** October 5, 2026

**Proposed Motion:** I move that Council approve the award of the Riverton Sewer Lift Station Upgrade Project to CPP Construction Company, Inc., in the amount of $1,694,000, as presented.

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

POTESTA
Engineers and Environmental Consultants
15 South Braddock Street, Winchester, VA 22601 • (540) 450-0180 • www.potesta.com

**VIA EMAIL ONLY**

August 25, 2026

Mr. Robert Boyer, AICP
Director of Public Works
Town of Front Royal Public Works
PO Box 1560
800 Crosby Road-Extended
Front Royal, Virginia 22630

RE: Bid Recommendation
Upgrade to Riverton Pump Station IFB#6-2026
Front Royal, Virginia
Project No. 0103-22-0102-030

Dear Mr. Boyer:

Potesta & Associates, Inc. (POTESTA) recommends the Town of Front Royal's acceptance of the bid by CPP Construction Company Inc. as the responsive low bid for the Upgrade to Riverton Pump Station Project. CPP Construction Company Inc met the "Bid Opening Requirements" and submitted the lowest acceptable bid. The following are attached for your records:

- Invitation to bid advertisement and proof of advertisement
- Responsive low bid
- Bid tabulations
- Copy of the Bid Bond
- Attachment #4 American Iron & Steel from the CWLF contract inserts
- Narrative letter of CPP's effort of MBE/WBE solicitations and dollar value of the MBE/WBE participation
- Project Budget on Schedule 1 form

Please contact me if you have any questions.

Sincerely,

POTESTA & ASSOCIATES, INC.

K. Joe Knechtel, PE
Branch Manager

KJK/mh
Enclosures

# Bid tabulations

# Town of Front Royal, VA

BID TABULATION
**IFB #6-2026 Upgrade to Riverton Pump Station**
BID OPENING DATE: 8/19/2026
BID OPENING TIME: 2:00 PM

| | | **CPP Construction Co., Inc. Gaithersburg, Md** | Lantz Construction Co. Winchester, VA | WG Construction Co., Inc. Manassas, VA |
|---|---|---|---|---|
| **Item** | **Description** | **Lump Sum** | Lump Sum | Lump Sum |
| 1 | **Mobilization and Demobilization (Limited to 10% of Total Bid)** | **$142,000.00** | $100,000.00 | $200,000.00 |
| 2 | **Pump Station Upgrade (removal and installation of waste water pumps, valves and piping, electrical equipment and controls, concrete foundations, concrete grout repair, and submersible pump and control replacement).** | **$1,292,000.00** | $1,432,000.00 | $1,459,000.00 |
| 3 | **Removal and installation of Emergency Generator and fuel systems.** | **$120,000.00** | $110,000.00 | $212,000.00 |
| 4 | **Removal of existing and installation of new spiral staircase stairwell.** | **$100,000.00** | $110,000.00 | $136,000.00 |
| 5 | **Removal of existing and installation of new wet-well ventilation equipment.** | **$30,000.00** | $250,000.00 | $37,000.00 |
| 6 | **Installation of new hydrostatic level sensors, including connection and sequencing with existing controls. Existing bubbler wet-well level sensors to remain.** | **$10,000.00** | $15,000.00 | $20,000.00 |
| | **Grand Total** | **$1,694,000.00** | $2,017,000.00 | $2,064,000.00 |

**The VENDOR SPREAD SHEET is generated from the initial, raw information collected. No award decision has been made.**
Prepared By: Michelle Campbell, VCA, VCO

# Responsive low bid

# BID FORM FOR CONSTRUCTION CONTRACT

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:

**SUBMISSION BY MAIL TO:**
Town of Front Royal
Purchasing Department
PO Box 1560
Front Royal, VA 22630

**SUBMISSION BY DELIVERY TO:**
Town of Front Royal
Purchasing Department
102 E Main Street
Front Royal, VA 22630

or **ELECTRONIC RESPONSE SUBMISSION OPTION:**

Submitted via eVA. Offeror must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

1. Go to www.eva.virginia.gov;
2. Click on "I Sell To Virginia";
3. Click on "eVA Supplier Training"; and
4. Click on "Viewing and Responding to Solicitations Video".

To learn how to submit an online bid in eVA please refer to the online supplier training page at: https://eva.virginia.gov/supplier-training-materials.html

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: https://www.youtube.com/watch?v=KSxcAkOekW0

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

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:

- Bid Bond
- Virginia State Corporation Commission Registration Information Form
- Legal Name & Address Form
- Vender Qualifications and Reference Form
- Non-collusion Form
- All Addenda included and signed
- Certification of Non-Segregations Facilities


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## ARTICLE 3—BASIS OF BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following Prices:

| Item | ITEM DESCRIPTION | LUMP SUM |
|---|---|---|
| 1 | Mobilization and Demobilization (Limited to 10% of Total Bid) | 142,000.00 |
| 2 | Pump Station Upgrade (removal and installation of waste water pumps, valves and piping, electrical equipment and controls, concrete foundations, concrete grout repair, and submersible pump and control replacement). | 1,292,000.00 |
| 3 | Removal and installation of Emergency Generator and fuel systems. | 120,000.00 |
| 4 | Removal of existing and installation of new spiral staircase stairwell. | 100,000.00 |
| 5 | Removal of existing and installation of new wet-well ventilation equipment. | 30,000.00 |
| 6 | Installation of new hydrostatic level sensors, including connection and sequencing with existing controls. Existing bubbler wet-well level sensors to remain. | 10,000.00 |
| | ***TOTAL BID PRICE:*** | 1,694,000.00 |

Contractor Name: CPP Construction Company, Inc.

Contract Address: 26 North Summit Avenue
Gaithersburg, MD 20877

Contractor Email: cpetzold@cppconstruction.com

Contractor Phone: (301) 355-7692

## ARTICLE 4—TIME OF COMPLETION

4.01 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.

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

## ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *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.


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5.02 *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.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|---|---|
| 1 | July 21, 2026 |
| 2 | July 29, 2026 |
| 3 | August 10, 2026 |
| | |
| | |
| | |

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

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

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


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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 understands that the information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. The utility line locations shown on the Drawings are approximate (based on visual observations, drawings provided by various utility companies, underground utilities identified in the field by various utility companies or verbal communication provided by various utility companies, WVDOH, etc.). The representation of utilities on the drawings is considered as Level D as defined by the American Society of Civil Engineers in their publication entitled "CI/ASCE 38 02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." The Level D representation may not be complete and other utility lines may exist that are not shown on the Drawings. Unless it is otherwise expressly provided in the Supplementary Conditions:

   a. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others.

   b. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

      i. Reviewing and checking all information and data regarding existing Underground Facilities at the Site.

      ii. The Contractor is solely responsible for hiring a third party utility locating company to locate/mark all utilities or shall excavate test holes exposing the various utilities (pot-holing) to determine/verify their locations prior to/during construction ahead of their work by whatever means necessary to avoid conflicts with and damages to existing underground utilities. Additionally, Contractor acknowledges that the total cost associated with locating such underground utilities is included in their bid price.

      iii. Coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction.

      iv. The safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

9. 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.

10. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies


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between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

11. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

12. 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.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

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: CPP Construction Company, Inc.
*(typed or printed name of organization)*

By: _____
*(individual's signature)*

Name: Charles P. Petzold
*(typed or printed)*

Title: President
*(typed or printed)*

Date: August 19, 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: Christopher Doss
*(typed or printed)*

Title: Vice President
*(typed or printed)*

Date: August 19, 2026
*(typed or printed)*

Address for giving notices:

26 North Summit Avenue

Gaithersburg, MD 20877

Bidder's Contact:

Name: Charles P. Petzold
*(typed or printed)*

Title: President
*(typed or printed)*

Phone: (301) 355-7692

Email: cpetzold@cppconstruction.com

Address:

26 North Summit Avenue

Gaithersburg, MD 20877

Bidder's Contractor License No.: (if applicable) VA License No. 2705135552


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CPP Construction Company
26 N. Summit Avenue
Gaithersburg, MD 20877
301-355-7692
301-355-7694 Fax
www.cppconstruction.com

**CERTIFICATE OF CORPORATE OFFICER AUTHORITY**

I, Christopher S. Doss, hereby certify that I am the duly elected and acting Secretary of CPP Construction Company, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Virginia.

I further certify that Charles P. Petzold, serving in the capacity of President, is a duly authorized corporate officer of the Corporation and has the authority to execute and sign bids, proposals, contracts, agreements and other related documents on behalf of the Corporation and to legally bind the Corporation in connection herewith.

I further certify that such authority is currently in full force and effect and has not been modified, revoked, or rescinded.

IN WITNESS WHEREOF, I have executed this certificate on the 19th day of August, 2026.

Christopther S. Doss
Corporate Secretary
CPP Construction Company, Inc.

**CORPORATE SEAL**

# BID BOND (PENAL SUM FORM)

| **Bidder** | **Surety** |
|---|---|
| Name: CPP Construction Company, Inc.<br>Address *(principal place of business)*:<br>26 North Summit Avenue<br>Gaithersburg, MD 20877 | Name: Liberty Mutual Insurance Company<br>Address *(principal place of business)*:<br>175 Berkeley Street<br>Boston, MA-02116 |
| **Owner** | **Bid** |
| Name: **Town of Front Royal Public Works**<br>Address *(principal place of business)*:<br>**800 Crosby Road - Extended**<br>**Front Royal, Virginia 22630** | Project *(name and location)*:<br>**IFB # 6-2026 - Upgrade of Riverton Pump Station, Town of Front Royal, Virginia**<br>**Queens Highway**<br>**Front Royal, VA 22630**<br>Bid Due Date: August 19, 2026 |

**Bond**

Penal Sum: $ Five Percent (5%) of Amount Bid

Date of Bond: August 19, 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 |
|---|---|
| CPP Construction Company, Inc.<br>*(Full formal name of Bidder)* | Liberty Mutual Insurance Company<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature) (Attach Power of Attorney)* |
| Name: Charles P. Petzold<br>*(Printed or typed)* | Name: Daniel R. West<br>*(Printed or typed)* |
| Title: President | Title: Attorney-In-Fact |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: Christopher Doss<br>*(Printed or typed)* | Name: Brenda L. Pattishall<br>*(Printed or typed)* |
| Title: Vice President | Title: Witness |

*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).**
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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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Daniel R. West all of the city of Rockville state of MD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

**Principal Name:** CPP Construction Company, Inc.
**Obligee Name:** Town of Front Royal Public Works
**Surety Bond Number:** Bid Bond **Bond Amount:** See Bond Form

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 19th day of August, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# VIRGINIA STATE CORPORATION COMMISSION REGISTRATION INFORMATION

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**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:**

x is a corporation or other business entity with the following SCC identification number: 06897524

**-OR-**

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

**-OR-**

o 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-**

o 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.

o **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: President Date: 8/19/2026

# Commonwealth of Virginia

# State Corporation Commission

## CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That CPP Construction Company Inc. is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on February 5, 2008; 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:

August 11, 2026

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2026081123746113

# COMMONWEALTH of VIRGINIA

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

**EXPIRES ON**
08-31-2028

**NUMBER**
2705135552

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
*CLASSIFICATIONS* H/H

CPP CONSTRUCTION COMPANY
26 N SUMMIT AVENUE
GAITHERSBURG, MD 20877-2905

DPOR

Laura V. McClintock, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

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

## LEGAL NAME & ADDRESS

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:**

CPP Construction Company, Inc.

26 North Summit Avenue

Gaithersburg, MD 20877

By: _____

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Charles P. Petzold

Title: President

Date: August 19, 2026

Phone: (301) 355-7692

Email: cpetzold@cppconstruction.com

Fax: (301) 355-7694

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 BID

# VENDER QUALIFICATIONS AND REFERENCE 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: Charles P. Petzold Phone: (301)355-7692 Email: cpetzold@cppconstruction.com

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

   18 Years 6 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.

   1.
   Company: City of Manassas, VA Contact: Jeff Small
   Phone: (571) 676-9584 Email: jsmall@ci.manassas.va.us
   Date of Service: 5/2025-Current $ Value: $8,970,000

   2.
   Company: Town of Leesburg, VA Contact: Andy Noland
   Phone: (571) 246-5713 Email: Anoland@leesburgva.gov
   Date of Service: Multiple Contracts $ Value: ~4.2 Million Combined

   3.
   Company: Arlington County, VA Contact: Fasil Haile
   Phone: (703) 843-0890 Email: fhaile@arlingtonva.us
   Date of Service: 5/2024-4/2026 $ Value: 2.6 Million

I certify the accuracy of this information.

Signed: _____ Title: President Date: August 19, 2026

# 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

CPP CONSTRUCTION COMPANY, INC.
(Name of Organization)

PRESIDENT
(Title of Person Signing)

(Signature)

**ACKNOWLEDGEMENT**

**STATE OF** PENNSYLVANIA

**COUNTY OF** YORK

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

Kathy A Rowlands
Notary Public Signature

Commonwealth of Pennsylvania - Notary Seal
KATHY A ROWLANDS - Notary Public
York County
My Commission Expires November 21, 2027
Commission Number 1238113

My Commission Expires: NOVEMBER 21, 2027
(SEAL

**TOWN OF FRONT ROYAL**

**ADDENDUM #1**

**July 21, 2026**

**TO ALL POTENTIAL BIDDERS**

**Reference: IFB 6-2026 UPGRADE RIVERTON PUMP STATION**

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, Clarifications and Updates, are attached.

**END OF ADDENDUM #1 ISSUED: July 21, 2026**

CPP Construction Company, Inc.
**Name of Firm**

**Signature/Title**

Charles P. Petzold
**Printed Name**

August 19. 2026
**Date**

**Thank you,**

**Michelle Campbell**
**Purchasing Manager**

**TOWN OF FRONT ROYAL**

**ADDENDUM #2**

**July 29, 2026**

**TO ALL POTENTIAL BIDDERS**

**Reference: IFB 6-2026 UPGRADE RIVERTON PUMP STATION**

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**

**AD2-1** Reference Page 8, Submitted Questions: Changed to read "Interested Bidders should submit questions in writing and forwarded to the Engineer via email by **2:00 P.M., August 5, 2026**, local time.

**END OF ADDENDUM #1 ISSUED: July 29, 2026**

CPP Construction Company, Inc
**Name of Firm**

**Signature/Title**

Charles P. Petzold
**Printed Name**

August 19, 2026
**Date**

**Thank you,**

**Michelle Campbell**
**Purchasing Manager**

**TOWN OF FRONT ROYAL**

**ADDENDUM NO. 3**

**August 10, 2026**

**TO ALL POTENTIAL BIDDERS**

**Reference: IFB 6-2026 UPGRADE RIVERTON PUMP STATION**

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**

**AD3-1** The Engineer's Addendum No. 3, dated August 10, 2026, including corrections and changes, clarifications and responses to questions, and revised drawings, is attached hereto and incorporated into the Contract Documents.

**END OF ADDENDUM NO. 3 ISSUED: August 10, 2026**

CPP Construction Company, Inc.
**Name of Firm**

**Signature/Title**

Charles P. Petzold
**Printed Name**

August 19, 2026
**Date**

**Thank you,**

**Michelle Campbell**
**Purchasing Manager**

# CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities," means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).



August 19, 2026

(Signature) (Date)

Charles P. Petzold, President

(Name and Title of Signer – Please Type)

# Copy of the Bid Bond

# BID BOND (PENAL SUM FORM)

| **Bidder** | **Surety** |
|---|---|
| Name: CPP Construction Company, Inc.<br>Address *(principal place of business)*:<br>26 North Summit Avenue<br>Gaithersburg, MD 20877 | Name: Liberty Mutual Insurance Company<br>Address *(principal place of business)*:<br>175 Berkeley Street<br>Boston, MA-02116 |
| **Owner** | **Bid** |
| Name: **Town of Front Royal Public Works**<br>Address *(principal place of business)*:<br>**800 Crosby Road - Extended**<br>**Front Royal, Virginia 22630** | Project *(name and location)*:<br>**IFB # 6-2026 - Upgrade of Riverton Pump Station, Town of Front Royal, Virginia**<br>**Queens Highway**<br>**Front Royal, VA 22630**<br>Bid Due Date: August 19, 2026 |

**Bond**

Penal Sum: $ Five Percent (5%) of Amount Bid

Date of Bond: August 19, 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 |
|---|---|
| CPP Construction Company, Inc.<br>*(Full formal name of Bidder)* | Liberty Mutual Insurance Company<br>*(Full formal name of Surety) (corporate seal)* |
| By: _____<br>*(Signature)* | By: _____<br>*(Signature) (Attach Power of Attorney)* |
| Name: Charles P. Petzold<br>*(Printed or typed)* | Name: Daniel R. West<br>*(Printed or typed)* |
| Title: President | Title: Attorney-In-Fact |
| Attest: _____<br>*(Signature)* | Attest: _____<br>*(Signature)* |
| Name: Christopher Doss<br>*(Printed or typed)* | Name: Brenda L. Pattishall<br>*(Printed or typed)* |
| Title: Vice President | Title: Witness |

*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).**
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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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Daniel R. West all of the city of Rockville state of MD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

**Principal Name:** CPP Construction Company, Inc.
**Obligee Name:** Town of Front Royal Public Works
**Surety Bond Number:** Bid Bond **Bond Amount:** See Bond Form

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of August 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of August, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 19th day of August 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# Attachment #4 American Iron & Steel from the CWLF contract inserts

Attachment #4

## AMERICAN IRON AND STEEL (AIS) INITIAL CERTIFICATION STATEMENT

Upon execution of this certification, the selected Contractor, Subcontractor, Materials Supplier, or Service Provider hereby certifies that all of the iron and steel products used in the project are produced in the United States or appropriate waiver(s) has been approved by the U.S. Environmental Protection Agency.

A waiver may be requested from the American Iron and Steel requirements if one of the following exceptions apply in a particular case:

1. Applying the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

If the owner (loan recipient) requests a waiver, documentation of at least one of the cases above must be provided with a list of the materials that cannot comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014. Waiver requests are not official until approved by EPA Headquarters.

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This statement relates to a proposed contract between CPP Construction Company, Inc. (*Contractor*) and Town of Front Royal, Virginia (*Owner*) or between _____ (*Contractor*) and _____ (*Subcontractor*) in conjunction with Upgrade of Riverton Pump Station (*Project Name*) to be funded with monies made available by the Virginia Clean Water Revolving Loan Fund.

Charles Petzold, President
**Print Name and Title of Signer**

_____
**Signature**

8/20/2026
**Date**

# Narrative letter of CPP's effort of MBE/WBE solicitations and dollar value of the MBE/WBE participation

CPP Construction Co., Inc.
26 North Summit Avenue
Gaithersburg, MD 20877
301-355-7692
301-355-7694 Fax
www.cppconstruction.com

*BUILDING LIFE SAFETY*

August 20, 2026 (via email)

Potesta & Associates, Inc.
15 S. Braddock Street
Winchester, VA 22601

Attention: K. Joe Knechtel, P.E.

**SUBJECT: Town of Front Royal – Upgrade of Riverton Pump Station**
**IFB No. 6-2026**

RE: Good Faith Effort to Solicit DBE Participation

To Whom It May Concern,

**CPP Construction Company, Inc.** (CPP) is a Heavy Construction General Contractor founded in February 2008 serving the Greater Washington-Baltimore Metropolitan Region with a focus on Water and Wastewater Treatment Plant Improvements, Rehabilitation, Design-Build, and Emergency Contracts. Our firm self-performs demolition, earthwork, utilities, concrete, metals, carpentry, process equipment, process mechanical, industrial HVAC/Plumbing, plant operations (MOPO), scheduling (Primavera systems), commissioning and coordination.

Current and previous clients include AlexRenew Enterprises, Baltimore DPW, DC Water (DCW), Frederick County MD DPW, Loudoun Water, Towns of Berryville, Warrenton, and Leesburg, City of Manassas, Frederick-Winchester Service Authority, MWAA, NAVFAC, Rockville MD DPW, Upper Occoquan Service Authority, Washington Aqueduct (United States Army Corps of Engineers), WSSC and more.

## COMPANY INFORMATION

***CPP Construction Company, Inc.***

**Address:** 26 N Summit Avenue
Gaithersburg, MD 20877

**Point(s) of Contact:** Charles Petzold, President
cpetzold@cppconstruction.com
301-355-7692

Christopher Doss, Vice President
cdoss@cppconstruction.com
301-355-7692

**CAGE Code:** 4ZXB8

**UEI Number:** CRNSWVP4V9D6

**Business Size:** Federal Small Business, NAICS 237110

CPP Construction Co., Inc.
26 North Summit Avenue
Gaithersburg, MD 20877
301-355-7692
301-355-7694 Fax
www.cppconstruction.com

*BUILDING LIFE SAFETY*



As a self-performing general contractor, most of the work efforts are to be self-performed by CPP Construction personnel. We subcontract specialty subcontractors with experience in heavy water/wastewater experience.

CPP Construction has a successful history of completing industrial coating projects with Wenrich Painting, Inc. (Woman-Owned) out of Ephrata, PA. Wenrich is currently in the process of being WBE certified. $11,465.00

Armor Utility Locating, LLC (WBE) is to be utilized for third-party utility locating in accordance with specification 02025 – 1.01 A.2.ii. The total value of this contract is task dependent but anticipated to be $1,000-2,000.

Robnet Fastener Supply (WBE) is to be utilized for hardware and support/support hardware on the project with an anticipated contract value of $12,000.

Ada Contracting, LLC (WBE/MBE) was contacted to supply the process mechanical systems on the project; however, they respectfully passed on providing a proposal.

CPP Construction reached out to Horton Mechanical Contractors, Inc. (MBE), whom we regularly utilize for our HVAC/plumbing systems; however, they stated they were unable to bid this particular project as it is outside of their jurisdiction.

CPP utilized the Virginia Department of Small Business and Supplier Diversity Directory to locate DBE's in the Front Royal and surrounding areas to locate additional MBE/WBE's to perform the industrial air systems and other scopes but were unsuccessful in locating firms in the region.

The other major subcontractor being utilized is Shallow Creek Electrical Services.

CPP Construction is an Equal Opportunity Employer and promotes contracting DBE firms on our projects for scopes and supplies to the extent possible.

We look forward to a successful project with the Town of Front Royal. Please feel free to contact me with any questions or concerns.

Respectfully,

**CPP CONSTRUCTION CO., INC.**

Christopher Doss
Vice President
540-493-1284

# Project Budget on Schedule 1 form

**SCHEDULE 1**
**VIRGINIA WATER FACILITIES REVOLVING FUND**
**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

**REQUISITION NO.:**
**REQUISITION DATE**
**BORROWER:** Town of Front Royal
**PROJECT NUMBER:** C-515889

**CERTIFYING SIGNATURE:** _____
**TITLE:**

| Cost Category | Amount Budgeted | Previous Disbursements | Expenditures This Period | Total Expenditures to Date | Net Balance Remaining |
|---|---|---|---|---|---|
| Mobilization and Demobilization (Limited to 10% of Total Bid) | $ 149,100 | $ - | | $ - | $ 149,100.00 |
| Pump Station Upgrade (removal and installation of waste water pumps, valves and piping, electrical equipment and controls, concrete foundations, concrete grout repair, and submersible pump and control replacement). | $ 1,356,600 | - | | - | 1,356,600.00 |
| Removal and installation of Emergency Generator and fuel systems. | $ 126,000 | - | - | - | 126,000.00 |
| Removal of existing and installation of new spiral staircase stairwell. | $ 105,000 | - | | - | 105,000.00 |
| Removal of existing and installation of new wet-well ventilation equipment. | $ 31,500 | - | - | - | 31,500.00 |
| Removal of existing and installation of new wet-well ventilation equipment. | $ 10,500 | - | - | - | 10,500.00 |
| **TOTALS** | **$ 1,778,700** | $ - | $ - | $ - | $ 1,778,700.00 |

| | |
|---|---|
| **Total Loan Amount** | **$ 1,778,700.00** |
| **Previous Disbursements** | **$ -** |
| **This Request** | **$ -** |
| **Loan Proceeds Remaining** | **$ 1,778,700.00** |

REGULAR MEETING Town Council

Meeting Date: October 26, 2026 Item #: 12.A.

**Agenda Item:** Closed Meeting

**Summary:** I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purposes:
*[To be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].*

I move that the Board enter into a closed meeting under Section 2.2-3711(A)(5) for the discussion concerning a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community. The subject matter is the real property located at 1330 Progress Drive.

I further move that the Board enter into a closed meeting under Section 2.2-3711(A)(6) for the discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected. The subject matter is a possible investment in public facilities.

**Motion to Certify Closed Meeting at its Conclusion**

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

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

**Budget/Funding:**

**Meetings:**

**Proposed Motion:**

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