



TOWN COUNCIL SPECIAL CALLED MEETING

Monday, May 9, 2022 @ 6:00pm in the Town Hall Conference Room

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

1. Roll Call
2. CLOSED MEETING
3. Appointment of Councilmember
4. Adjourn

TOWN COUNCIL WORK SESSION

Monday, May 9, 2022 @ 7:00pm in the Town Hall Conference Room

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

1. Presentation by American Municipal Power (AMP) – *Mary Ellen Lynn*
 - A. Resolution for Solar Generated Energy Purchases/Execution of 2022 Solar Energy Schedule
 - B. Resolution for Purchase of Power Blocks 2025-2029
2. Ordinance Amendment to Section 158-6 of Front Royal Town Code Pertaining to Adoption by Reference of State Laws Governing the Operation of Vehicles – *George Sonnett*
3. Items Slated for the Consent Agenda for May 23rd
 - A. Purchase of Bucket Truck for Department of Energy Services – *BJ Wilson*
 - B. Engineering for Design of Shenandoah Avenue Streetlights – *BJ Wilson*
 - C. Maintenance Agreement for Nutrient Analyzers – *BJ Wilson*
 - D. Septage Receiving Station Mixing System – *BJ Wilson*
 - E. FY22-23 Budget Amendment Engineering Consultant - Water Tower Antenna for T-Mobile – *BJ Wilson*
 - F. Revise Resolution “To Provide Water and Sewer Services to Certain Out-of-Town Lots” – *Steven Hicks*
 - G. Resolution to Delay Assessing Penalty/Interest for Personal Property Taxes – *BJ Wilson*
4. Virginia Municipal League (VML) Policy Committee Nominations – *Tina Presley*
5. Open Discussion
6. CLOSED MEETING
7. Adjourn

SPECIAL MEETING



Special Council Agenda Statement

Item # 02

Meeting Date: May 9, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Council Vacancy, pursuant to Virginia Code §2.2-3711. A.1 of the Code of Virginia; and,

Motion to Certify Closed Meeting at its Conclusion *[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]*

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

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ McFadden _____ Morris _____ Thompson _____



Special Council Agenda Statement

Item # 03

Meeting Date: May 9, 2022

Agenda Item: Appointment of Councilmember

Summary: Council is requested to appoint a councilmember to fill the vacancy on Town Council left by former Councilman Scott Lloyd who resigned on March 28, 2022. The term will expire upon the oath being administered by the candidate elected at the Special Election in November 2022. The candidate elected during the Special Election will serve the rest of Mr. Lloyds's term which is December 31, 2024.

Budget/Funding: None

Meetings: Closed Meeting held April 25, 2022

Proposed Motion: I move that Council appoint _____ to fill the vacancy on Town Council left by former Councilman Scott Lloyd who resigned March 28, 2022. Said term to expire upon the oath being administered by the candidate elected at the Special Election in November 2022.

Moved _____ *Seconded* _____

Cockrell _____ *Gillispie* _____ *McFadden* _____ *Morris* _____ *Thompson* _____

WORK SESSION



Work Session Agenda Statement

Item # 01A

Meeting Date: May 9, 2022

Agenda Item: Resolution for Solar Generated Energy Purchases/Execution of 2022 Solar Energy Schedule

Summary: Council is requested to consider a Resolution for participation in a Solar Purchase Power Agreement (PPA) at the recommendation of American Municipal Power (AMP) and execution of the 2022 Solar Energy Schedule as presented.

Budget/Funding: N/A

Staff Recommendation: Recommends approval of the Resolution as presented and place on the consent agenda for the Regular Business Meeting on May 23rd.



DATE: MARCH 10, 2022
TO: TOWN OF FRONT ROYAL
FROM: PAUL BECKHUSEN
SENIOR VP POWER SUPPLY & ENERGY MARKETING
SUBJECT: SOLAR PURCHASE POWER AGREEMENT (PPA)

AMP issued a request for proposal (RFP) for an in front-of-the-meter (FTM) solar purchase power agreement (PPA) in 2021 based on the aggregate amount of the membership's confirmed non-binding interest. The submittals were analyzed, and the best-rated and most economical project was shortlisted. A negotiated term sheet was executed with the selected developer.

During this time of evaluation and execution of the term sheet, there was a significant run-up in project development costs due to inflationary and supply chain pressures on solar panels and related construction costs. These pressures were not isolated to the selected project but seen across the entire solar development space, which has increased the PPA pricing.

Due to this changing landscape, the AMP Board of Trustees authorized AMP to proceed with the subscription process for a generic solar PPA that meets all the requirements identified in the RFP. Subscribing the project will allow AMP to confirm the total amount of member participation and have member agreements in place to execute a PPA if/when the following primary negotiated terms are met:

- Term: Fifteen (15) Years
- Delivery Point: PJM AEP/Dayton Hub
- Pricing: Not to Exceed \$45/MWh with 0% escalation for Term
- Project Attributes: Energy, Capacity, and Environmental Attributes (RECs)

Enclosed is AMP's recommended participation amount, sample Ordinance/Resolution, and Solar Energy Schedule. AMP will be scheduling a webinar for the week of March 28, 2022, to review the subscription process and answer any questions regarding the PPA structure. We request execution of the Ordinance/Resolution for members interested in participating in the PPA by July 1, 2022.

TOWN OF FRONT ROYAL, VIRGINIA

[ORDINANCE/RESOLUTION] NO. _____

**TO APPROVE THE FORM AND
AUTHORIZE THE EXECUTION OF THE 2022 SOLAR ENERGY SCHEDULE WITH
AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN
CONNECTION THEREWITH REGARDING SOLAR GENERATED ENERGY
PURCHASES**

WHEREAS, the Town of Front Royal, Virginia ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-12-2007-6255, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable and economical solar generated electric capacity and energy on a long-term basis at reasonable costs, and have requested that

AMP arrange for the same by developing, purchasing or otherwise acquiring interests in certain solar energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into one or more agreements with a reputable solar power developer ("Developer") (the "2022 Solar Purchased Power Agreement" or "2022 Solar PPA") under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 150 MWac of capacity and associated energy from solar generation project(s) located within the PJM Footprint for a period of fifteen (15) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Solar Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of capacity and energy; and

WHEREAS, Members now have the right, but not the obligation by the enactment of this Resolution to authorize and request AMP to acquire capacity and energy from one or more solar project(s) by approval and execution of the 2022 Solar Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Solar Energy Schedule authorized through the adoption of this Resolution AMP will have (i) informed the Municipality of the terms of the 2022 Solar Energy Schedule; (ii) provided the Municipality the opportunity to review the 2022 Solar PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2022 Solar Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Project(s) upon those terms and conditions set forth in the 2022 Solar Energy Schedule.

NOW, THEREFORE, BE IT [ORDAINED/RESOLVED] BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

SECTION 1. That the 2022 Solar Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the of Municipality is hereby authorized to execute and deliver the 2022 Solar Energy Schedule with such changes as the Town Manager or Town Manager's designee may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the 2022 Solar Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the Town Manager or Town Manager's designee is hereby authorized to (i) acquire under the 2022 Solar Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 4200 kW with a price of up to \$45.00/MWh(ac) for energy, capacity and environmental attributes made available thereunder without bid, and (ii) make any determinations and approvals required

thereunder, if any, as the Town Manager or Town Manager's designee shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Resolution shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this [Ordinance/Resolution] were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2022 upon the following recorded vote:

Lori A. Cockrell __ Yes __ No

Gary L. Gillispie __ Yes __ No

Letasha T. Thompson __ Yes __ No

Amber F. Morris __ Yes __ No

Joseph E. McFadden __ Yes __ No

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____

AMP Solar PPA Subscription

Town of Front Royal
May 9, 2022



Solar PPA

- AMP analyzed Members' power supply needs to identify the opportunity to incorporate a solar resource into the portfolio
- Solar resource was also identified as option to replace landfill and Blue Creek Wind PPAs
- AMP worked with TEA to conduct an RFP for in-front-of-the-meter solar options to meet Members' remaining needs
- RFP was issued in April 2021

Member Solar Analysis

Solar Analysis Process

1. Solar Concentration Limit
 - Energy from solar resources should be limited to 10% of portfolio
 2. Portfolio Diversification
 - Energy should come from multiple assets / contracts
 3. Open Position
 - Ensure that member is not long energy
 4. Daily Peak Load Position
 - Make sure member is not long power on average day
- Final recommendation based on lowest amount of the four (4) analyzed criteria

Member Solar PPA Recommendation

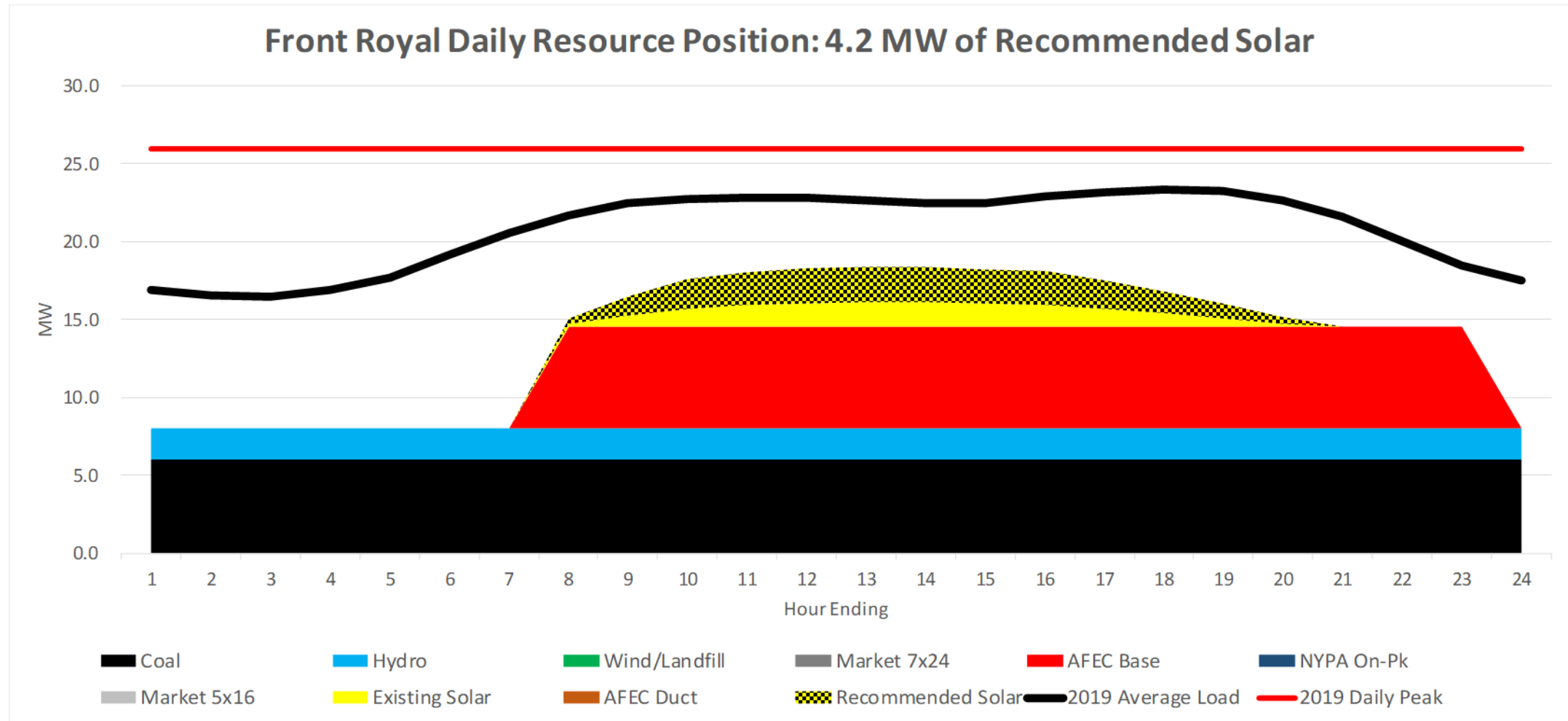
Front Royal Solar Recommendation

Solar Concentration Limit	5.4 MW
Solar PPA Diversification Limit	4.2 MW
Total Open Position Limit	24.9 MW
Daily Load Position Check	17.8 MW

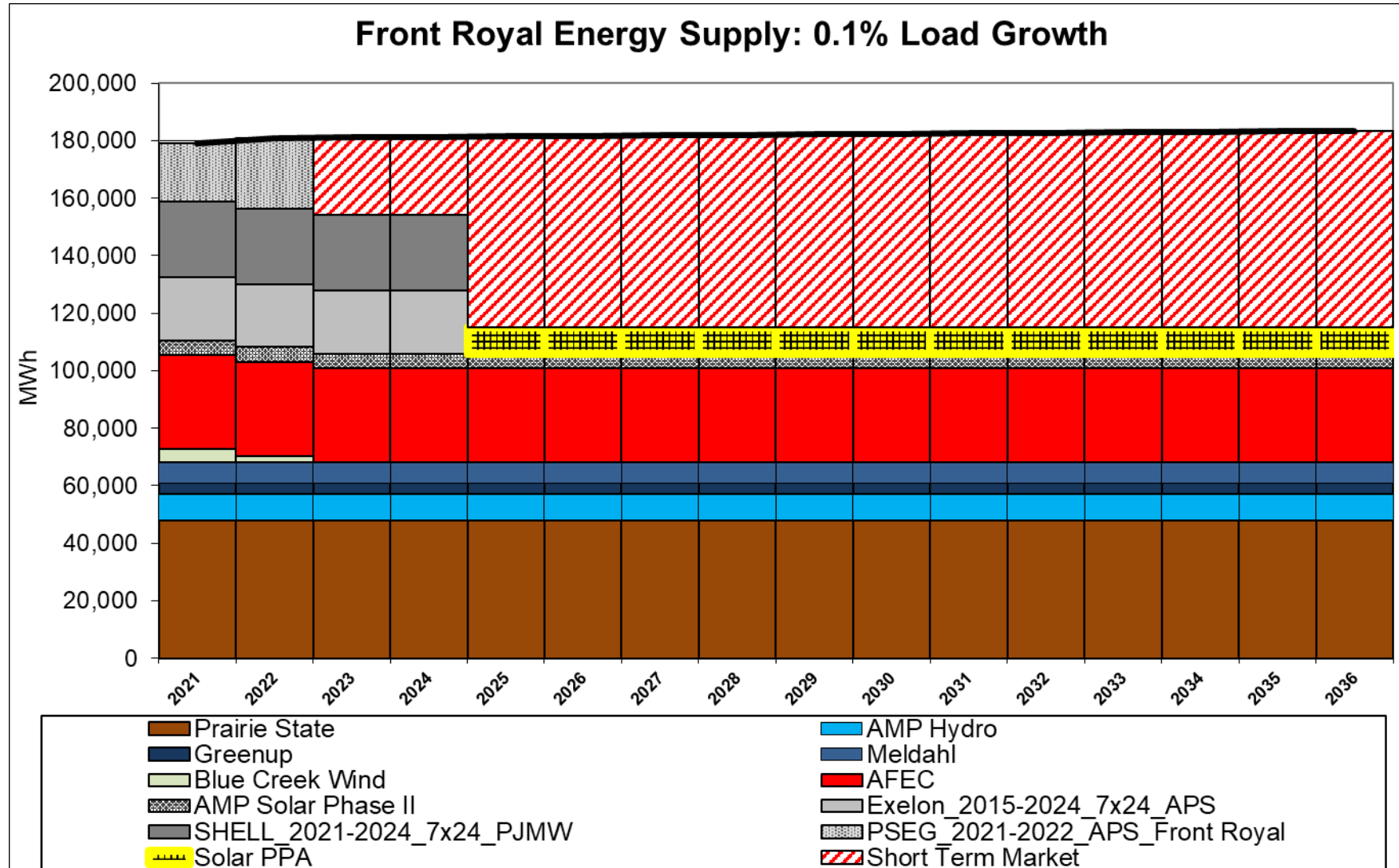
Front Royal Recommended Participation	4.2 MW
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Front Royal 2019 Peak	50.9 MW
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Member Daily Position with Recommendation



Member Annual Position with Recommendation



Solar PPA

- AMP received proposals from 33 solar projects being developed in the PJM
- Proposals were reviewed and four (4) projects were short-listed
- In August, Board approved Staff's recommendation that AMP pursue a PPA with Avangrid Wild Grains project because:
 - Furthest along with interconnect studies & land leases
 - Energy delivered to AD Hub for low premium (~\$2/MWh)
 - Backed by a proven renewable project developer
- Presented the proposal to Members through a webinar on 9/15/2021
- Negotiated and entered into a nonbinding term sheet with Avangrid on 9/28/2021
- AMP Board of Trustees authorized entering into PPA on 11/17/2021

Solar Industry Challenges

Factors impacting the solar industry since RFP issued in 2021

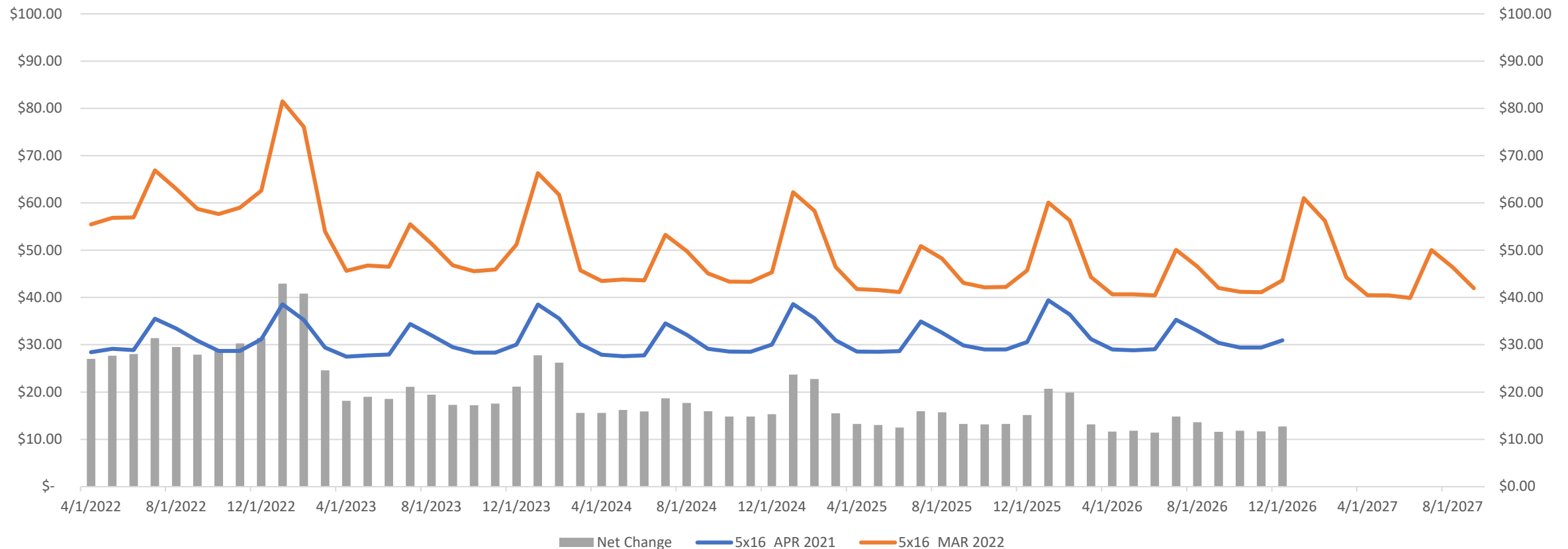
- Shipping - up 900%
- Labor – up >5%
- Polysilicon – up 400%
- Interest Rates – up 100 basis points in 2022
- Tariffs on imported panels
- PJM Interconnection Queue Reform

Impact to Solar PPA

- PPA prices have increased ~20-30%
- Developers hesitant to provide firm pricing due to cost volatility and construction delays
- COD delayed until 2025 - 2026

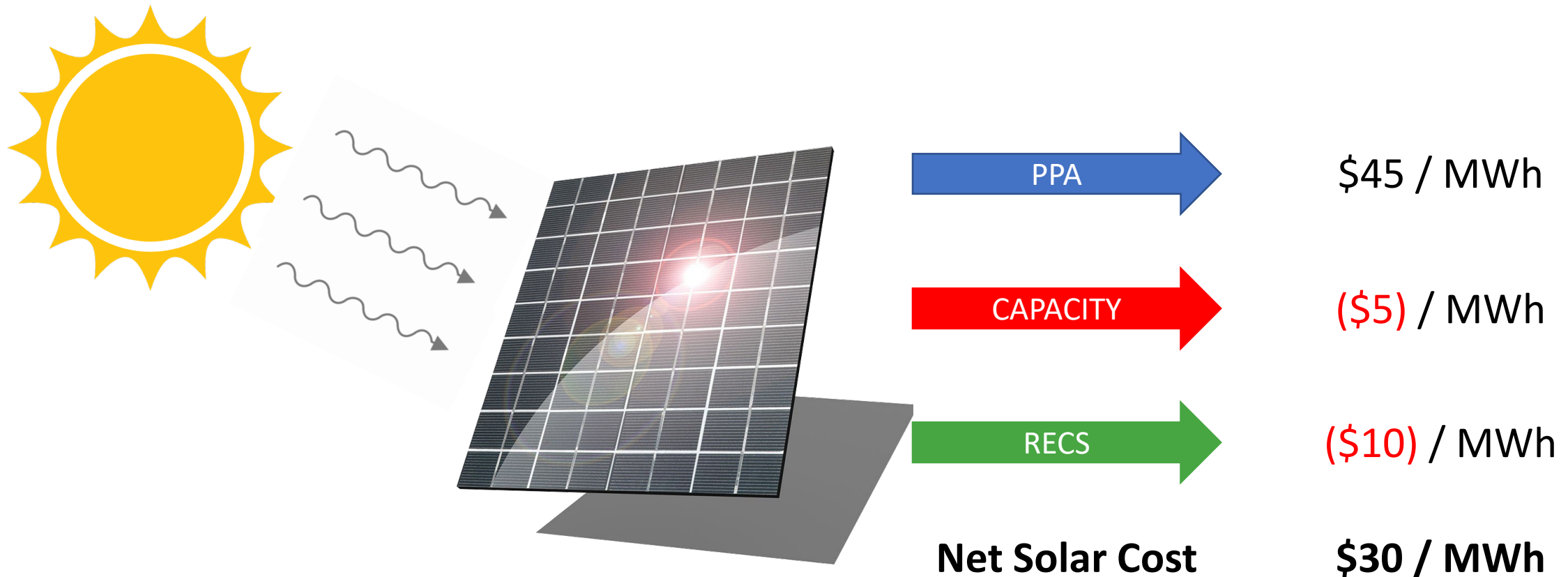
Solar PPA

- Solar energy resource still beneficial to member portfolio needs
- Forward energy prices have moved relative to Solar PPA prices



Solar PPA

- Net cost example based on current projected value of capacity and RECS



Solar PPA Subscription

Members with Solar PPA recommendation were sent the following:

- Ordinance/Resolution
 - To Approve The Form and Authorize The Execution of the 2022 Solar Energy Schedule
 - Identifies Authorized Representative and up to participation amount (kW)
- 2022 Solar Energy Schedule
 - Term: Fifteen (15) Years
 - Delivery Point: PJM AEP/Dayton Hub
 - Pricing: Not to Exceed \$45/MWh with 0% escalation for Term
 - Project Attributes: Energy, Capacity, and Environmental Attributes (RECs)
- Solar PPA Recommendation
 - AMP's recommended participation amount

Solar PPA Subscription Process

- Provide the firm quantity (MW) for the PPA
- Allow AMP to negotiate final PPA with counterparty(ies)
- Member approval timeline shortened to allow PPA to be executed when terms met
- Passing the Ordinance/Resolution does not commit the Member to the PPA
- Prior to a Member executing the Schedule, AMP will have:
 - Informed Member of the final terms of the Schedule
 - Provided the Member the opportunity to review the PPA terms and conditions
 - Member will have opportunity to ask questions and review the PPA and Schedule
- Request execution of Ordinance/Resolution by July 1, 2022
- AMP staff available to attend Council/Board meetings



QUESTIONS?





Work Session Agenda Statement

Item # 01B

Meeting Date: May 9, 2022

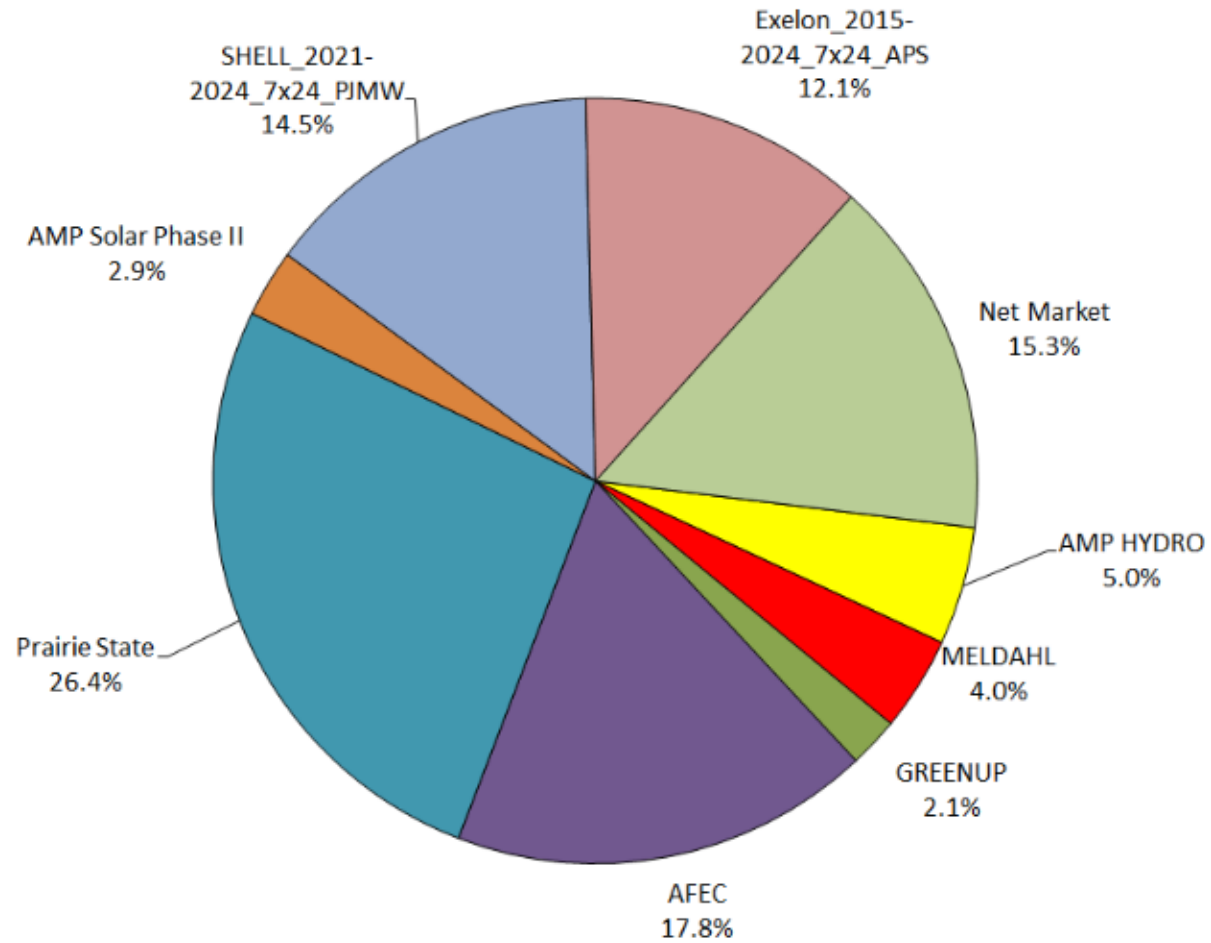
Agenda Item: Resolution with American Municipal Power for Purchase of Power Blocks 2025-2029

Summary: Currently, the Town has unsecured energy needs beyond the year of 2024. American Municipal Power (AMP) recommends the passing of a Resolution to allow the purchase of Power Blocks for the 2025-2029 Timeframe to balance our needs.

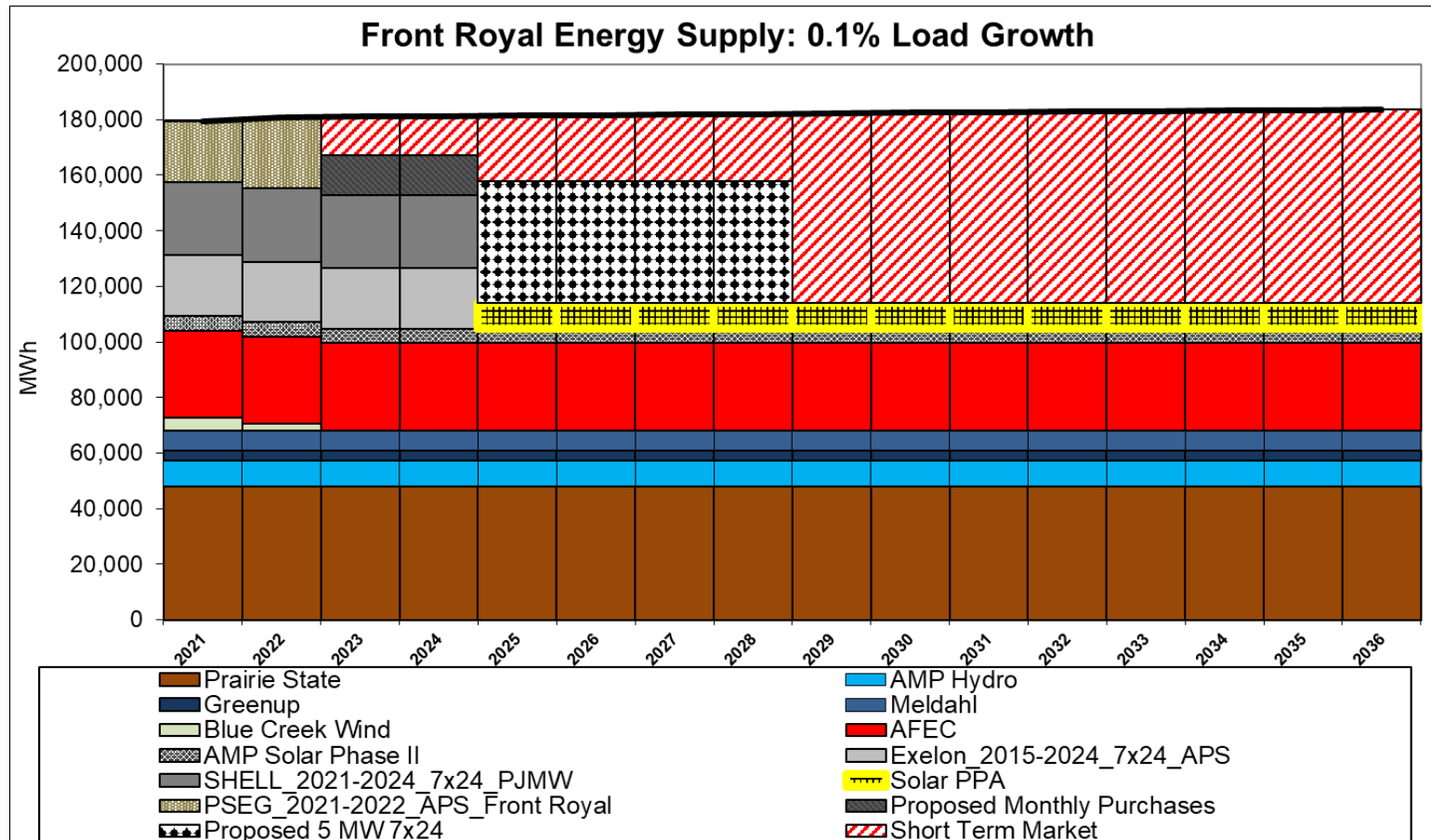
Budget/Funding: N/A

Staff Recommendation: Recommends approval of the Resolution as presented and place on the consent agenda for the Regular Business Meeting on May 23rd.

Front Royal 2023 Energy Sources



Proposed Power Purchase





Work Session Agenda Statement

Item # 02

Meeting Date: May 9, 2022

Agenda Item: Ordinance Amendment to Section 158-6 of Front Royal Town Code Pertaining to Adoption by Reference of State Laws Governing the Operation of Vehicles

Summary: Pursuant to VA Code §46.2-1300(A), the governing body of a town may adopt ordinances governing the operation of vehicles in such town, VA Code §46.2-1313 states that "ordinances enacted by local authorities pursuant to this chapter [13] may incorporate appropriate provisions of this [Title 46.2] and of Article 2.. of Chapter 7 of Title 18.2 into such ordinances by reference. "

An opinion of the Attorney General, 81-82 Virginia AG, 272 held "local governing bodies may adopt statutes by reference and may also adopt statutory amendments by reference, provided the amendments to them are adopted subsequent to the statutory amendments." This means that annually, the Town must readopt Section 158-6 of the Town Code, which allows the Town to incorporate all the changes to the State vehicular laws that have been recently adopted by the State.

Budget/Funding: By incorporating the State vehicle code into the Town Code, alleged violations can be written using Town summons and warrants, with any resultant fines paid to the Town.

Staff Recommendation: Staff recommends approval of the ordinance as presented and that a public hearing be advertised and held at the June 27th Regular Council Meeting.

**AN ORDINANCE TO AMEND FRONT ROYAL TOWN CODE CHAPTER 158-6
ADOPTION BY REFERENCE OF STATE VEHICULAR LAWS**

STATE STANDARDS

(Adopted 5-14-84)

158-6 ADOPTION BY REFERENCE OF STATE MOTOR VEHICULAR LAWS

Pursuant to the authority of Section 46.2-1313, Code of Virginia, 1950, as amended, all of the provisions and requirements of the laws of the State as of July 1, 2021 2022, contained in Title 46.2, Code of Virginia, 1950, as amended, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, 1950, as amended, except those provisions and requirements the violation of which constitutes a felony and except those provisions and requirements which, by their very nature, can have no application to or within the Town, are adopted and incorporated by reference and made applicable within the Town. References to "highways of the state" contained in such provisions and requirements hereby adopted shall be deemed to refer to the highways and other public ways within the Town. Such provisions and requirements are hereby adopted, mutatis mutandis, and made part of this chapter as fully as those set forth at length herein; and it shall be unlawful for any person within the Town to violate or fail, neglect or refuse to comply with any provision of Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia, which is adopted by this section, provided that in no event shall the penalty imposed for the violation of any provision or requirement adopted exceed the penalty imposed for a similar offense under Title 46.2, Code of Virginia, and Article 2 of Chapter 7 of Title 18.2, Code of Virginia.

This ordinance shall become effective July 1, 2022.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

THIS ORDINANCE was approved at the Regular Meeting of the Town of Front Royal, Virginia conducted _____ 2022, upon the following recorded vote:

Lori A. Cockrell	☐ Yes ☐ No	Gary L. Gillispie	☐ Yes ☐ No
Letasha T. Thompson	☐ Yes ☐ No	Amber F. Morris	☐ Yes ☐ No
Joseph E. McFadden	☐ Yes ☐ No		

A public hearing on the above was held on _____ having been advertised in the Northern Virginia Daily on _____.

Approved as to form and legality:

George Sonnett, Deputy Town Attorney

Date: ____/____/____



Work Session Agenda Statement

Item #03A

Meeting Date: May 9, 2022

Agenda Item: Purchase of Bucket Truck for Department of Energy Services

Summary: Council will be requested to approve the purchase of a new bucket truck to replace a 2004 Chevrolet Bucket Truck for the Department of Energy Services that is used for traffic signals, line replacements, power outages, and other related duties.

Staff will be receiving responses for the solicitation on May 10, 2022 and is anticipating requesting Council to approve the purchase during the regular scheduled meeting on May 23, 2022.

Funds totaling \$180,000 to purchase a new bucket truck are included in the current FY2021-2022 Town of Front Royal Adopted Budget.

Budget/Funding: 9401-47005 Department of Energy Services Motor Vehicles

Staff Recommendation: Staff recommends approval of the purchase and add to the consent agenda on the Regular Council meeting scheduled for May 23, 2022.



Work Session Agenda Statement

Item # 03B

Meeting Date: May 9, 2022

Agenda Item: Engineering for Design of Shenandoah Avenue Streetlights

Summary: Council is requested to approve RK&K Engineering quote for the design of streetlights along Shenandoah Avenue in the amount of \$29,964.70.

Council awarded a contract for civil engineering services to RK&K Engineering on June 22, 2020 based upon the Town's solicitation and competitive negotiations with the option of four (4) one year renewals. Council is requested to approve this proposal due to the Town's Procurement policy and the amount exceeding \$25,000.

The design of streetlights along Shenandoah Avenue is required to allow the Town to receive funds from the V-DOT revenue sharing program in FY2025.

Budget/Funding: 4500-43002 Highway Maintenance Professional Services \$29,964.70

Staff Recommendation: Staff recommends approval on the Consent Agenda for the Regular Council Meeting scheduled for May 23, 2022.

3/31/2022

Mr. Steve Scheulen
Infrastructure Manager
800 Crosby Road
Front Royal, VA 22630

**Reference: Town of Front Royal – Consulting Services to Provide Design Services for Street Lights along Shenandoah Avenue
Scope of Work, Hour and Fee Estimate
RFP#03-2020, Task Order No. 020**

Dear Mr. Scheulen:

Rummel, Klepper & Kahl, LLP (RK&K) is pleased to submit our Scope of Work, Hour and Fee.

I. PROJECT DESCRIPTION

The proposed project will include the preparation of lighting analysis and construction plans for the continuation of the roadway lighting on the bridge on Shenandoah Avenue over the South Fork of the Shenandoah River in the Town of Front Royal (Town). These limits are, approximately, W 18th St to W 14th St.

II. SCOPE OF WORK

This scope includes the following tasks:

A. Photometric Lighting Analysis

- RK&K will prepare, using aerials/GIS data/CADD files from previous projects, basemapping necessary for the photometric lighting analysis
- RK&K will prepare a Photometric Lighting Analysis of Shenandoah Ave utilizing fixtures comparable to the existing fixtures installed on the Shenandoah Ave bridge over the South Fork of the Shenandoah River. Areas to be analyzed include the roadways, intersections, and sidewalks along Shenandoah Ave.
 - i. RK&K anticipates that the UCL2 fixture from Architectural Area Lighting will be used, as it has superseded the UCL that was used on the prior project and may no longer be in production.
 - ii. Photometrics will primarily utilize IES RP-8-18 for design criteria, specifically:
 1. Chapter 11 Street Lighting for roadway light levels
 2. Chapter 12 Intersections, Roundabouts and Crosswalks for intersections and crosswalks

3. Chapter 16 Off-Roadway facilities for sidewalks

B. Lighting Construction Plans

- Upon completion and acceptance of photometrics by the Town and VDOT, RK&K will prepare construction plans for modifications to the existing Town maintained lighting system to add the proposed luminaires to the existing system.
- RK&K assumes that the existing CCW-1C identified as CC1 on the 0340-093-127, C-501 roadway lighting plans, will be re-used for the proposed lighting.
 - i. Design plans indicate available capacity – however, RK&K will need to verify with the Town once the project begins.
- RK&K assumes the Town can furnish survey from prior projects for planimetric survey uses only. No topographical survey is expected to be necessary for this design effort.
- RK&K will utilize utility markings from VA811 to check for pole location conflicts with utilities. Pole locations on plans will be noted as approximate and will still require test holes prior to construction of proposed poles.
- RK&K will include a TMP within the plan set appropriate for a Type “A” project, as defined by VDOT IIM-LD-241.7.

III. DELIVERABLES

RK&K will provide the following:

1. Photometric analysis exhibit
2. Pre-final Construction Submittal Package (plans, specifications, and estimate)
3. Final Construction Submittal Package (plans, specifications, and estimate)

IV. TIME OF COMPLETION

RK&K proposes the following schedule upon receipt of NTP from the Town:

Work Item	Duration	Cumulative Timeline
NTP	0 weeks	0 weeks
Submit Photometrics	3 weeks	3 weeks
Receive Town/VDOT Review Comments	4 weeks	7 weeks
Prepare revised photometrics and pre-final construction package	6 weeks	13 weeks
Receive Town/VDOT Review Comments	4 weeks	17 weeks
Prepare final construction package	4 weeks	21 weeks

BUDGET

The attached fee derivations have been developed for this project. The budget for this the scope of work as described and estimated above is: **\$29,964.70 (Lump Sum)**. This amount represents the project’s

total cost and will not be exceeded without written authorization from the Town. RK&K will begin work immediately upon receipt of NTP.

EXCLUSIONS AND ASSUMPTIONS

1. Existing fixtures will not be modified/impacted by construction plans.
2. Coordination for or design of new service points is excluded from this effort.
3. Foundations are assumed to be VDOT standard LF-1 foundations. RK&K will not furnish foundation plans or geotechnical data collection/analysis.
4. RK&K assumes the Town will provide R/W information.
5. A Stormwater Pollution Prevention Plan (SWPPP) will not be provided.
6. RK&K will not be responsible for any right of way or right of entry agreements. It is understood that this work will be coordinated by the Town.
7. No roadway, drainage, or other traffic control device design is included.
8. For stormwater purposes, it is assumed that the disturbed area will be less than one (1) acre, so that neither a SWM analysis nor a VSMP permit will be needed.
9. Utility locations, utility coordination, and utility adjustments needed for this work will be handled by the Town – except as mentioned previously within the scope of work under Task B.
10. Field survey is not included.
11. Geotechnical services are not included.
12. Construction Inspection, observation or engineering support during construction is excluded.
13. The Town will obtain any necessary permits.
14. Plats of proposed right-of-way and easements are not included.
15. Coordination with property owners will be done by the Town.
16. No erosion and sedimentation control plans will be provided (RK&K understands that this will be the contractor's responsibility).

Very Truly Yours

Rummel, Klepper & Kahl, LLP



Brian Finerfrock, P.E.
Manager

COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT

FOR: Town of Front Royal
PROJECT: Civil On-Call (Year One)
CONTRACT NO: RFP #03-2020
ASSIGNMENT: Shenandoah Ave Lighting Extension

CONSULTANT: RK&K
SUBCONSULTANT: N/A
DATE: 3/31/2022

AVERAGE LOADED RATE:

Classification:	Billable Hourly Rate:		Hours:	
Director / Manager	\$ 272.12	X	8	=
Project Manager	\$ 215.25	X	26	=
Sr. Engineer / Construction Manager	\$ 151.48	X	42	=
Sr. Environmental Scientist	\$ 118.45	X	-	=
Engineer II / Scheduler	\$ 116.39	X	136	=
Landscape Architect	\$ 103.00	X	-	=
Engineer I / Designer / Environmental Scientist	\$ 97.85	X	-	=
Sr. Inspector	\$ 82.40	X	-	=
CAD / Tech	\$ 72.10	X	-	=
Inspector	\$ 66.95	X	-	=
Clerical	\$ 61.80	X	-	=
TOTAL:			212	
Average Rate equals Extension divided by Hours:			\$ 141.34	

COST AND PRICE SUMMARY

1. DIRECT LABOR:	212	Manhours X	\$	141.34	Average Hourly Rate =	\$	29,964.70
2. ESCALATION:	0.00%	of Item 1		(0% Contingency added)		\$	-
4.					Sub-total Items 1-2:	\$	29,964.70
5. FIXED LUMP SUM FEE:	a. Dollar amnt. for profits and other factors:					\$	-
	b. Line 5a represents 0.0% of Line 4						
6. DIRECT EXPENSES:	Append justification as necessary.						
	b. Printing	Blackline prints (10 sets)	\$	0.08	sf=	\$	-
	c. Photos/Video	B/W 8 1/2"x11"	\$	0.50	ea=	\$	-
	Total Direct Costs:					\$	-
7. SUBCONTRACTOR/S:						Amount	
	a. N/A				\$	-	
	Total Subcontractors:					\$	-
8. OTHER (Specify)							
	a. Mileage	0	MILE	\$	0.575 per =	\$	-
	Total Other:					\$	-
9. TOTAL PROPOSED FEE FOR THIS TASK:							\$29,964.70

Town of Front Royal										Scope of Services			
3/31/2022													
PROJECT:		Civil On-Call (Year One)					CONSULTANT:		RK&K				
CONTRACT NO:		RFP #03-2020					SUBCONSULTANT:		N/A				
ASSIGNMENT:		Shenandoah Ave Lighting Extension											
HOUR ESTIMATE													
TASK DESCRIPTION	Director /	Project Manager	Sr. Engineer	Sr.Environmental Scientist	Engineer II	Landscape Architect	Engineer I /	Senior Inspector	CAD / Tech	Inspector	Clerical	TOTAL	
	Manager						Designer						
A. Photometric Lighting Analysis													
Basemapping Preparation					24							24	
Photometric Analysis	2	4	8		32							46	
Hours Subtotal for Task A	2	4	8	-	56	-	-	-	-	-	-	70	
B. Lighting Construction Plans													
Pre-final Construction Package												-	
Title Sheet, Index, General Notes	1	1	2		8							12	
TMP		1	4		8							13	
Panel Modification Details	1	4	12		24							41	
Plan Sheets	2	12	8		20							42	
Final Construction Package	2	4	8		20							34	
Hour Subtotal for Task B	6	22	34	-	80	-	-	-	-	-	-	142	
Estimated Hours Per Payroll Classification - Base	8	26	42	-	136	-	-	-	-	-	-	212	



Work Session Agenda Statement

Item # 03C

Meeting Date: May 9, 2022

Agenda Item: Maintenance Agreement for Nutrient Analyzers

Summary: Staff is requesting Council to approve a sole source purchase of a three-year maintenance agreement with Hach Service totaling \$52,389.81 for the Wastewater Treatment Plant's nutrient analyzers.

Accurately functioning analyzers help reduce the amount of chemicals needed to treat the Town's wastewater and help avoid permit violations. The amount of savings realized from the decreased chemical expense will offset the amount of expense incurred for the maintenance agreement.

This purchase is deemed as a sole source as Hach Service is the only known vendor that provides service technicians that are authorized to perform startup service, maintenance or repairs without voiding warranties on the Town's existing equipment.

Budget/Funding:

Year 1	9801-43005	WWTP Machinery & Equipment	\$16,783.00
Year 2	9801-43005	WWTP Maintenance Service Contract	\$17,454.32
Year 3	9801-43005	WWTP Maintenance Service Contract	\$18,152.49
Total			\$52,389.81

Staff Recommendation: Staff recommends approval to purchase as presented and add to the consent agenda of the Regular Council Meeting scheduled for May 23, 2022.

Memo



Town of Front Royal Public Works

TO: Megan Clark, Purchasing Agent
FROM: Robert Boyer, Public Works Director
CC: BJ Wilson, Director of Finance
DATE: April 19, 2022
RE: Request to Enter Service Maintenance Contract with Hach

Public Works would like to enter into a 3-year service maintenance agreement with Hach Service for the Town's wastewater treatment plant to allow broken instruments to be repaired and make sure all instruments are certified. With having the Hach chemical feed instruments fixed and calibrated, it will help reduce the amount of chemicals used and reduce the chance of permit violations, which can lead to expensive fines. The necessary equipment repairs were noted in the recent DEQ Inspection Report. With the current cost of a load of carbon, it will pay for itself by saving on one load of chemicals. The agreement can be paid for on a year-by-year basis to allow for budgeting the funding in the future.

We recommend moving forward with this agreement to benefit the Town, the wastewater treatment plant and the budget.

If you have any questions need any further information just let me know.

Protect Your Investment and Peace of Mind

With Hach® Service Plans you have a global partner who understands your unique service needs and cares about delivering timely, high-quality service you can trust. Our Technical Support, Field Service, and Central Service Teams work together with unique expertise to help you Establish, Extend, and Elevate performance.

Whether you are looking for only basic support, all-inclusive service coverage, or even advanced digital services for process optimization, we have you covered.

Service Plan Benefits

- Maximize Instrument Uptime
- Ensure Data Integrity
- Maintain Operational Stability
- Reduce Compliance Risk
- Eliminate Unplanned Expenses

Establish - Extend - Elevate - Performance



Partnership for Success

With a Service Plan, you can trust that Hach is invested in a long-term partnership to help you achieve your goals.

Our Commitment to You

- Listen and deeply understand your needs
- Deliver services on time and of the utmost quality
- Continuously improve
- Innovate service as technology and capabilities advance
- Be here for the long term, in all circumstances, committed to your success and to our mission of ensuring water quality for people around the world

Hach Service Plans Go Far Beyond the Factory Warranty

Service Feature	Factory Warranty	Hach Service Plans*
Repair of Manufacturing Defects	✓	✓
Unlimited Tech Support	✓	✓
Service Performed at Service Center	✓	✓
Service Performed On-Site	✗	✓
Priority Response / Turnaround Time	✗	✓
Commissioning/Startup**	✗	✓
Operation & Maintenance Instruction	✗	✓
Regular Calibration	✗	✓
Regular Performance Certification	✗	✓
Scheduled Maintenance & Parts	✗	✓
Repairs & Parts Through the Lifecycle	✗	✓
In-depth System Diagnostics	✗	✓
Remote Monitoring	✗	✓
Travel / Expedited Shipping Costs	✗	✓

*Specific coverage and inclusions vary based on the instrument and service plan selected. Consult your local Hach Sales or Service representative to learn more.

**Installation not included

Unique to Hach Service

Although there are many service providers out there and capable in-house staff, partnering with Hach provides key advantages:

Hach Advantage		What It Means
Specialized Hach product knowledge & expertise	▶	Confidence service is done right
Faster access to parts & materials	▶	More uptime & process stability
Largest global direct field service technician base	▶	Consistent service experience
Unrivalled online support resources	▶	Direct access to expert answers 24/7
Large team of highly-skilled, live technical specialists	▶	Easier troubleshooting & rapid resolution
System for managing maintenance schedules	▶	Less effort to keep Hach assets maintained
Manufacturer's certification	▶	Assurance in compliance audits

Hach Service Plans Pay Off



Consult your local Hach Sales or Service representative to learn more about our service offerings or to get started. You can also find additional information, including local service contact, online at: www.hach.com/service

HACH World Headquarters: Loveland, Colorado USA

United States: 800-227-4224 tel 970-669-2932 fax orders@hach.com

Outside United States: 970-669-3050 tel 970-461-3939 fax int@hach.com

hach.com

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In the interest of improving and updating its equipment, Hach Company reserves the right to alter specifications to equipment at any time.

Quotation

Quote Number: 100753050v1
 Use quote number at time of order to ensure
 that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 03/16/2022 Quote Expiration: 04/15/2022

Town of Front Royal-WW

Name: Robbie Hodges
 Phone: (540) 635-3733
 Email: rhodges@frontroyalva.com

Customer Quote Reference: MULTI YEAR PRIORITY NUTRIENT ANALYZERS

Sales Contact: Kris Hixson Email: kristen.hixson@hach.com

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
YEAR 1 PRIORITY					
1	FSPAMTAXSC	Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased. S/N 1631858	1	2,874.00	2,874.00
2	FSPNITRATAX	Fld Svc-2V Nitratex Sensor S/N 1637646 MINIMUM NUMBER OF VISITS: 2/PER YEAR	1	1,456.00	1,456.00
3	FSPFILTRAX	Fld Svc-4V Filtrax S/N 1636010, 1638931 MINIMUM NUMBER OF VISITS: 4/PER YEAR	2	3,738.00	7,476.00
4	FSPSC1000	Fld Svc-1V SC1000 Controller MINIMUM NUMBER OF VISITS: 1/PER YEAR S/N 16314436, 16319389	2	299.00	598.00
5	FSPAN-ISE	Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. S/N 1640291	1	3,803.00	3,803.00
6	FSPSC200	Fld Svc-1V SC200 Controller S/N TO BE DETERMINED ONCE PROCESS MOVES FORWARD	2	288.00	576.00
		Instruments added to a service agreement must be evaluated to ensure they are within factory specifications. Any required repairs found on the			

Line	Part Number	Description	Qty	Unit Price	Extended Price
7	HACH PM EVAL 1VISIT	initial evaluation beyond preventative maintenance may be subject to additional charges. Charges will be waived up to one major repair given the instrument being repaired is placed under contract for a minimum of 2 years.	1	0.00	0.00
				Subtotal	\$ 16,783.00
YEAR 2 PRIORITY					
8	FSPAMTAXSC	Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased. S/N 1631858	1	2,874.00	2,874.00
9	FSPNITRATAX	Fld Svc-2V Nitratax Sensor S/N 1637646 MINIMUM NUMBER OF VISITS: 2/PER YEAR	1	1,456.00	1,456.00
10	FSPFILTRAX	Fld Svc-4V Filtrax S/N 1636010, 1638931 MINIMUM NUMBER OF VISITS: 4/PER YEAR	2	3,738.00	7,476.00
11	FSPSC1000	Fld Svc-1V SC1000 Controller MINIMUM NUMBER OF VISITS: 1/PER YEAR S/N 16314436, 16319389	2	299.00	598.00
12	FSPAN-ISE	Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. S/N 1640291	1	3,803.00	3,803.00
13	FSPSC200	Fld Svc-1V SC200 Controller S/N TO BE DETERMINED ONCE PROCESS MOVES FORWARD	2	288.00	576.00
14	ADMIN_HANDLING_MYA	YEAR 2 INCREASE Multi Yr Annual	1	671.32	671.32
				Subtotal	\$ 17,454.32
YEAR 3 PRIORITY					
15	FSPAMTAXSC	Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased. S/N 1631858	1	2,874.00	2,874.00
16	FSPNITRATAX	Fld Svc-2V Nitratax Sensor S/N 1637646 MINIMUM NUMBER OF VISITS: 2/PER YEAR	1	1,456.00	1,456.00
17	FSPFILTRAX	Fld Svc-4V Filtrax S/N 1636010, 1638931 MINIMUM NUMBER OF VISITS: 4/PER YEAR	2	3,738.00	7,476.00
18	FSPSC1000	Fld Svc-1V SC1000 Controller MINIMUM NUMBER OF VISITS: 1/PER YEAR S/N 16314436, 16319389	2	299.00	598.00
19	FSPAN-ISE	Field Service includes all parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. S/N 1640291	1	3,803.00	3,803.00
20	FSPSC200	Fld Svc-1V SC200 Controller S/N TO BE DETERMINED ONCE PROCESS MOVES FORWARD	2	288.00	576.00
21	ADMIN_HANDLING_MYA	YEAR 3 INCREASE Multi Yr Annual	1	1,369.49	1,369.49
				Subtotal	\$ 18,152.49
				Grand Total	\$ 52,389.81

NOTES

THE ABOVE IS FOR A MULTIYEAR AGREEMENT

Multiyear Service Partnerships can be paid in full upfront or in full yearly by the year. Invoices are due and payable NET 30 DAYS from date of activation per our Hach Terms and Conditions.

ALL CUSTOMER PURCHASE ORDERS MUST REFERENCE HACH QUOTE NUMBERS TO ENSURE TIMELY AND ACCURATE PROCESSING.

FEATURES AND BENEFITS

FIELD SERVICE:

A Field Service Partnership (FSP) will cover instrument calibration and certification (including a Certificate of Instrument Performance), factory-

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
• Complete Billing address.
• Complete Shipping address.
• Part numbers and quantities of items being ordered.
• Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.
• Pricing
• Purchase Order Number
• Freight terms and INCO term FOB Origin or FCA Shipping Point
• Required delivery date
• Vendor name should specify "Hach Company" with the Loveland address:
o Hach, PO Box 389, Loveland, CO 80539
• Credit terms of payment. Default payment terms are Net 30.
• Indicate if order needs to ship complete or if it can ship partial.
• Tax status
• Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase

Sales Contact:
Name: Kris Hixson
Title: Inside Service Sales Specialist
Phone:
Email: kristen.hixson@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance

2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<i>Protect your investment & peace of mind</i> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	<i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	<i>Provides post-sale instrumentation and application support</i> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



July 21, 2020

Hach Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands --- Hach, Great Lakes Instruments, American Sigma, Radiometer Analytical, Lachat, Marsh-McBirney, OptiQuant, Astro, Anatel, Orbisphere, ELE, HIAC, MetOne, and Polymetron --- were designed to be reliable, durable, and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The Hach Service Representative is a highly trained professional who has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, we do not recognize or authorize any other service organization to perform repair or recalibration of these analyzers. As an ISO 9001 certified company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization. Please contact the Hach Service for additional information.

Sincerely,

Hach Service



Work Session Agenda Statement

Item # 03D

Meeting Date: May 9, 2022

Agenda Item: Septage Receiving Station Mixing System

Summary: Staff is requesting Council to approve a sole source purchase of a Pulsair Bubbling Mixing System in the amount of \$58,650.00 to replace the two broken submersible mixers that are currently in the Wastewater Treatment Plant (WWTP) septage receiving station.

The broken mixers are forcing the Town to incur additional expense for chemicals and maintenance to address the continuing buildup of solids on the bottom of the tanks. The proposed Pulsair Bubbling Mixing System will allow the WWTP to septage receiving station to operate as designed, allow the Town to decrease expenses, requires no in-tank maintenance, and includes a 20 year warranty on all equipment located inside of the tank.

This purchase is deemed as a sole source as Pulsair Systems is the only known vendor that provides the Pulsar mixing system; a specific method of using compressed air pulses to mix liquids with no in-tank maintenance.

Budget/Funding: 9801-47001 WWTP Machinery & Equipment \$58,650.00

Staff Recommendation: Staff recommends approval of the purchase as presented and add to the consent agenda of the Regular Council Meeting scheduled for May 23, 2022.

Memo



Town of Front Royal Public Works

TO: Megan Clark, Purchasing Agent
FROM: Robert Boyer, Public Works Director
CC: BJ Wilson, Director of Finance
DATE: April 18, 2022
RE: Request to Purchase Pulsair Large Bubble Mixing System

Public Works would like to purchase a large Pulsair bubbling mixing system to replace the two (2) broken submersible mixers that are currently in the septage receiving station located at the wastewater treatment plant. We ordered parts to repair them over a year and half ago and still haven't received them from the manufacturer. The units were only four years old and was installed during the upgrade. This system keeps the solids from building up on the bottom of the tanks and keeps grease layers from building up on top. The system we are requesting to purchase from Pulsair Systems has a twenty (20) year warranty on everything inside of the tanks. The cost for the total unit and piping for both tanks is \$58,650.00 and this will allow the septage receiving station to operate the way it was designed.

We recommend with moving forward with purchasing this system to update the two existing broken septage mixers in place currently.

If you have any questions need any further information just let me know.



13643 NE 126TH Place, Kirkland, WA 98034-8705

Tel 800-582-7797, Fax 425-451-7312

April 12, 2022

Robbie Hodges
Plant Manager
Town of Front Royal
102 East Main Street
Front Royal, VA 22630

RE: Pulsair Systems - Sole source proprietary parts

Dear Robbie,

This letter is in response to your request for a Sole Source letter from Pulsair Systems, Inc. and confirms that Pulsair Systems, as the owner and manufacturer, is the sole-source provider of Pulsair mixing systems. This letter contains information about Pulsair's large bubble mixing technology, and it's associated proprietary material parts.

Pulsair Systems was founded in 1983 based on the innovative concept of what is known today in the industry as "large bubble mixing". In 1986, Pulsair received a process patent for this type of air mixing technology. The process is "the sequential release of compressed air or gas at the bottom of a tank, vessel basin etc., for the purpose of creating circulation and mixing". Today, there are thousands of Pulsair large bubble mixing installations worldwide in over 40-countries.

The Pulsair large bubble mixing solution is a one-of-a-kind product and has an essential and unique design providing superior utility not obtainable from similar products. Pulsair supplies the materials, tools and technology for a specific method of utilizing compressed air pulses to mix liquids quickly, efficiently and with zero in-tank maintenance.

Pulsair mixing systems include multiple custom manufactured parts and components solely designed, fabricated and supplied only to Pulsair Systems by various part vendors. Additionally, the Pulsair mixing controller includes a custom software program written and maintained exclusively by and for Pulsair Systems only.

Thank you again for your consideration of Pulsair Systems to be the sole source supplier and chosen mixing technology for your tank mixing project.

Please do not hesitate to contact me with any additional questions

Best regards,

Charles Parks
Pulsair Systems Inc.
13643 NE 126th Place
Kirkland, WA 98034
Tel: 425-460-2403



P.O. BOX 562, BELLEVUE, WA 98009-0562 USA
TEL: (425) 455-1263 FAX: (425) 451-7312
EMAIL: sales@pulsair.com www.pulsair.com

Date: February 9, 2022

Quote No. 0222-02C

Customer: Town of Front Royal, VA

Executive Summary:

The purpose of this proposal is to provide a large bubble, compressed air equipment mixing solution for the following wastewater tank basins:

Description	Dimensions	Qty
Sludge holding tanks	22' x 22'	2

The solution is a Pulsair PPC Mixing System Kit. The goal of the Pulsair large bubble mixing process is to create a homogenous solution through uniform mixing in each respective tank basin leaving no areas of low velocity for any solids to collect or accumulate on the tank floor and prevent any buoyant solids from forming on the surface.

The patented Pulsair mixing system works by sequentially injecting compressed air or inert gas [the "pulse"] beneath round flat plates on the bottom of the tank. The high-pressure gas [25 to 60 psi] forms large single, oval shaped bubbles that rise to the top of the tank, moving the entire contents in a powerful mixing motion using no moving parts inside the tank.

The pricing associated with this package is valid for 60-days.

List of Equipment & Services:

1. One (1) Pre-plumbed NEMA 4X stainless steel valve enclosure
 - a. One (1) Pulsair PPC-2002 Series Mixing Controller
 - i. Pre-programmed mixing controller
 - ii. OIT/HMI color touchscreen interface
 - iii. Adjustable mixing modes
 - iv. Adjustable mixing speed
 - v. Adjustable air injection time
 - vi. SCADA outputs
 1. Programmable fault detection
 2. Run signal broadcast
 3. Remote on/off
 - vii. Operator password protection
 - viii. Administrator password protection
 - ix. Auto restart
 - x. Surge protection
 - xi. Electrical requirements – 120V
 - b. Five (5) 1" air injection valves on air manifold
 - c. One (1) adjustable air pressure regulator
 - d. One (1) air filter
 - e. One (1) air pressure transducer
 - f. One (1) enclosure heater & insulation
 - g. Lockable enclosure
 - h. Stainless nameplate
2. One (1) Pre-plumbed NEMA 4X stainless steel valve enclosure
 - a. One (1) Pulsair EPI Controller
 - b. Five (5) 1" air injection valves on air manifold
 - c. One (1) adjustable air pressure regulator
 - d. One (1) air filter
 - e. One (1) air pressure transducer
 - f. One (1) enclosure heater & insulation
 - g. Lockable enclosure
 - h. Stainless nameplate
3. Eighteen (18) 14" diameter double 304SS accumulator plates (floor mounted, bolt down)
 - a. 20-year warranty

4. Air compressor package
 - a. One (1) 15-hp rotary screw air compressor (tank mounted)
 - b. Integrated refrigerated air dryer
 - c. Air filter package
 - d. Auto restart
 - e. SCADA ready
 - f. Electrical: 480v / 3-phase / 60 Hz
 - g. 120-gallon horizontal air receiver tank with electronic drain valve
 - h. Oil/water separator
 - i. O&M Manual
 - j. Shipping to jobsite
 - k. Onsite startup
5. One (1) year warranty on Pulsair mixing system equipment package & air compressor
6. Standard equipment shop drawings & equipment submittals
7. Spare parts package
8. O&M Manual
 - a. Installation instructions
 - b. Maintenance instruction
 - c. Custom shop drawings
9. Insured shipping costs of Pulsair equipment, and air compressor to jobsite
10. Onsite startup of Pulsair mixing system equipment and compressor

Pulsair Mixing System Kit	\$58,650.00
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Exclusions:

1. Any equipment, materials, and labor necessary to securely mount and install the Pulsair Valve Enclosures
2. Any equipment, tools, and labor necessary to securely mount and install all the Pulsair accumulator plates on the tank floor. Anchor bolts shall be provided.
3. The labor and installation of all air supply pipe and related parts necessary to convey compressed air between the air compressor system and the Pulsair Valve Enclosures.
4. Procurement and installation of interconnecting air supply and air delivery pipe & fittings.
5. All electrical wiring, conduit, hookup, testing and permits associated with supplying electrical power to the Pulsair PPC controller inside Pulsair Valve Enclosures.
6. All communication wiring, conduit, hookup, testing and permits associated with connecting the Pulsair PPC controller to the customer's DCS/SCADA or plant PLC system and between Pulsair valve enclosures and PPC controller.
7. All necessary permits associated with this project and associated work to comply with state, county and city codes and laws
8. Any associated labor costs for installation and electrical work of Pulsair's supplied equipment and air compressor.

9. Any associated labor costs for installation, cabling, conduit, and communication work of Pulsair's supplied equipment.
10. Storage and protection of all Pulsair supplied equipment at the job site after delivery.
11. Pulsair System is excluding any other related items, equipment, tools, services and/or documentation not mentioned and outside the scope of the List of Equipment & Deliverables
12. Purchase, shipping, installation and startup of air compressor unit.
13. Clean up of packing material on jobs site.
14. Pulsair Systems excludes responsibility for concealed or visible damage to the equipment that is discovered by the consignee after the equipment has been signed for as undamaged goods upon delivery and the damage inspection period provided by the freight shipper has expired.

Thank you for your interest in Pulsair and this opportunity to quote. We look forward to working with you and trust the above is as requested. If there are additional questions, please feel free to call Pulsair Systems Inc., at 800/582-7797.

Charles Parks
Pulsair Systems Inc.
PO Box 562
Bellevue, WA 98009
Tel: 425.460.2403
Email: charlie@pulsair.com

Example image of 120' diameter municipal wastewater sludge tank



Example image of PPC Mixing Controller inside valve enclosure

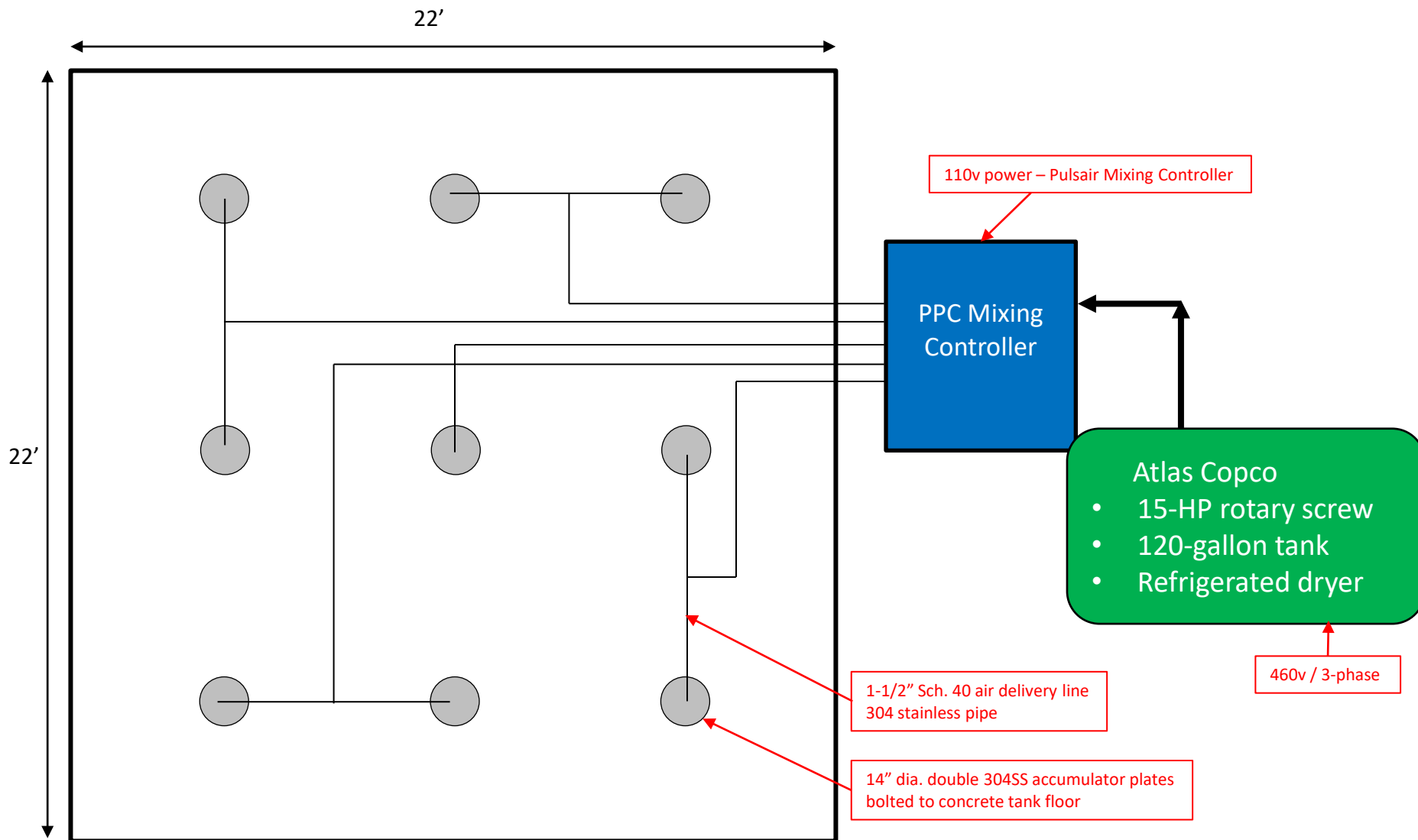


Example image of PPC Mixing Controller inside valve enclosure





Town of Front Royal, VA





Work Session Agenda Statement

Item # 03E

Meeting Date: May 9, 2022

Agenda Item: FY22-23 Budget Amendment Engineering Consultant for Water Tower Antenna – T-Mobile

Summary: Council will be requested to approve a FY2021-2022 budget amendment to receive the amount of \$5,850.00 from T-Mobile for the Town to obtain an engineering consultant to review load factor rating on Town's water tower for changes in T-Mobile antenna per terms of lease agreement with the Town.

Budget/Funding:	9601-3410206	Water Treatment Plant Reimbursement	\$5,850.00
	9601-43002	Water Treatment Plant Professional Services	\$5,850.00

Staff Recommendation: Staff recommends Council approval of a budget amendment as presented and add to the consent agenda of the Regular Council Meeting scheduled for May 23, 2022.



Work Session Agenda Statement

Item # 03F

Meeting Date: May 9, 2022

Agenda Item: Revise Resolution “To Provide Water and Sewer Services to Certain Out-of-Town Lots”

Summary: Town Council approved a resolution “To Provide Water and Sewer Services to Certain Out-of-Town Lots” on March 28, 2022. It has been brought to staff’s attention that the motion and the resolution have a slight difference in the wording. Staff is proposing to revise the resolution to remove the word “*consider providing*” in the third paragraph and replace it with “*provide*”. This revision will make it match what Council approved in their motion (see below).

*I move that Council approve a resolution that **would provide** water and sewer services to out of town lots located on the Route 522/340 Corridor, specifically Tax Map parcels 4-41, 12-6, 12-6E and 12-9 for commercial and industrial uses contingent upon the 1) the developer funds an infrastructure study, 2) the developer funds and constructs the infrastructure improvements per the study, 3) developer must follow provisions provided in Chapter 134 of the Town Code, 4) main water/sewer pipe originating from Route 340/522, not residential subdivision to avoid increasing residential land use capacity, 5) stipulate commercial use for PILOT portion of the property and industrial use for the remaining portion, 6) stipulate no increase in residential development per Town policy/practice, 7) this approved/signed resolution will only apply to the proposed development on the aforesaid lots, and 8) any new development proposals will require a new resolution from the Warren County Board of Supervisors, as presented.*

Budget/Funding: N/A

Staff Recommendation: Council approve the revision as proposed and formally approve the revised resolution under the consent agenda at their next regular meeting on May 23rd.

RESOLUTION

To Provide Water and Sewer Services to Certain Out-of-Town Lots

WHEREAS, the Town of Front Royal, Virginia (the “Town”) provides certain water and sewer services to some out-of-Town commercial and industrial users; and,

WHEREAS, the Warren County Board of Supervisors has requested the Town of Front Royal provide water and sewer services to Warren County tax parcels 4-41, 12-6, 12-6E and 12-9 for commercial and industrial uses; and,

WHEREAS, the Town will ~~consider providing~~ **provide** water and sewer services to the Warren County tax parcels 4-41, 12-6, 12-6E and 12-9 upon the following conditions 1) the developer funds an infrastructure study, 2) the developer funds and constructs the infrastructure improvements per the study, 3) developer must follow provisions provided in Chapter 134 of the Town Code, 4) main water/sewer pipe originating from Route 340/522, not residential subdivision to avoid increasing residential land use capacity, 5) stipulate commercial use for PILOT portion of the property and industrial use for the remaining portion, 6) stipulate no increase in residential development per Town policy/practice, 7) this approved/signed resolution will only apply to the proposed development on the aforesaid lots, and 8) any new development proposals will require a new resolution from the Warren County Board of Supervisors; and,

NOW THEREFORE BE IT RESOVED, that the Front Royal Town Council approves this resolution with the specified conditions in order for the Town to consider the provision of water and sewer services to Warren County tax parcels 4-41, 12-6, 12-6E and 12-9 for commercial and industrial uses, as presented.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2022 upon the following recorded vote:

Lori A. Cockrell ☐ Yes ☐ No
Letasha T. Thompson ☐ Yes ☐ No
Joseph E. McFadden ☐ Yes ☐ No

Gary L. Gillispie ☐ Yes ☐ No
Amber F. Morris ☐ Yes ☐ No

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____



Work Session Agenda Statement

Item # 03G

Meeting Date: May 9, 2022

Agenda Item: Resolution to Delay Assessing Penalty/Interest for Personal Property Taxes

Summary: The Town will receive files from the Warren County Commissioner of Revenue's Office to bill Town citizens for personal property taxes once the Warren County Board of Supervisors sets the Warren County Personal Property Tax rate for the current year.

The Board of Supervisors have delayed setting the Warren County Personal Property Tax rate until more information was available from the Commonwealth of Virginia's Budget.

Staff anticipates requesting Council to approve a resolution to delay interest/penalty for the Town's Personal Property Tax bills. The Town's Real Estate Tax bills will continue to remain due June 5th, 2022.

Budget/Funding: N/A

Staff Recommendation: Staff will update Council as additional information becomes available.

RESOLUTION

Delay Assessing Penalty and Interests for Personal Property Taxes

WHEREAS, the Town of Front Royal Municipal Code Section 75-44 (B) declares a penalty of 10% of the tax past due or ten dollars (\$10.00), whichever is greater, shall be added to any tax not paid by the aforesaid due date, provided that in no case may the penalty exceed the amount of the tax assessed. In addition, interest shall be added to any delinquent taxes and penalties at the rate of 10% per year, with interest commencing on the first day of the month following the date on which any such taxes became due and payable.

WHEREAS, the Town intends to delay assessing penalties and interests for the 2022 Personal Property Taxes for a period of _____ days from the date on which any such taxes become due and payable, in order for the due date of the first half of the 2022 Town's taxes to coincide with the due date of the first half of the 2022 local taxes of the County of Warren.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Town Council of the Town of Front Royal, Virginia, that Town Council approves this resolution regarding the delay assessing penalty and interests for 2022 Personal Property Taxes, as presented.

APPROVED:

Chris W. Holloway Mayor

ATTEST:

Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2022 upon the following recorded vote:

Lori A. Cockrell __ Yes __ No

Gary L. Gillispie __ Yes __ No

Letasha T. Thompson __ Yes __ No

Amber F. Morris __ Yes __ No

Joseph E. McFadden __ Yes __ No

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____



Work Session Agenda Statement

Item # 04

Meeting Date: May 9, 2022

Agenda Item: Virginia Municipal League (VML) Policy Committee Nominations

Summary: Every year VML asks local government to nominate governing body members and appointed staff who are interested on serving on a VML Policy Committee. The Policy Committees meet once a year in the latter half of July in Richmond. All policy committees will meet via ZOOM this year to help navigate higher travel costs. Council may nominate up to two (2) people per policy committee, at least one of whom must be an elected official. It is requested that no one serve on more than one Committee.

Council is requested to nominate members and staff (if desired) to the following committees. Deadline is May 30, 2022. Please note there is a change to the structure of the committees and information on each committee is attached.

Community & Economic Development

Finance

General Laws

Human Development & Education

Infrastructure (covering Transportation & Environment/Natural Resources) **NEW IN 2022**

NOTE: In 2021 the following were nominated and served:

Community & Economic Development Committee – Councilwoman Thompson and Councilman Gillispie

Environmental Quality Policy Committee – Mayor Holloway

Finance Policy Committee – former Councilman Meza and Finance Director BJ Wilson

Human Development & Education – Vice Mayor Cockrell

General Laws Policy Committee – former Councilman Lloyd and former Town Attorney Doug Napier

Transportation Policy Committee – Vacant

Budget/Funding: N/A

Staff Recommendation: Council make nominations as desired and add to the consent agenda of the Regular Council Meeting scheduled for May 23, 2022.



April 11, 2022

To: VML Key Officials and Clerks
From: Michelle Gowdy, Executive Director
Subject: 2022 VML Policy Committee Appointments and Meetings

It's time once again to begin the VML policy process.

Each year we ask our full-member local governments to nominate their governing body members and appointed staff who are interested in participating in VML policy committee.

The policy committees will meet once this year in late July; we are still determining whether to hold the meetings in person or virtually via Zoom. Committee meeting dates and times will be announced soon.

We are making a change in two committees this year. We are combining issues from Environmental Quality with Transportation and renaming the combined committee Infrastructure.

We are attaching the 2021 committee lists so you can see who from your local government served on the committees last year. Your representatives can stay on the same committees as in the past or they can move to a different committee. If you had a participant on Environmental Quality, they will be added to the new combined Infrastructure committee.

If no one served on a committee last year, you can make some appointments this year! Just remember that an individual can only serve on one committee per year.

Please use the nominations form to fill in your committee nominees for this year and email the form to Joni Terry at VML, jterry@vml.org by May 30.

An explanation of the areas covered by the policy committees and an explanation of the policy process is attached.

Please email Janet Areson (jareson@vml.org) if you have any questions.

VML's Policy Committee Process

Each year the Virginia Municipal League convenes policy committees to involve members in the development of policy statements to guide the League staff and members through the coming year.

Policy committees give members an opportunity to hear from subject matter experts on issues of interest and to talk with colleagues from across VML's member localities about issues of common concern.

The policy committees also help develop potential positions for inclusion in VML's Legislative Program by looking at issues referred to the committee by the Legislative Committee and providing input to that Committee.

The policy committees meet once during the year, typically in late July. Meetings are held in person if feasible, or by Zoom if necessary and practical.

In 2022, we have combined two policy committees into one – environmental quality and transportation. The new committee is named "Infrastructure" and will address issues concerning environmental services and transportation.

FAQs about policy committees

What is the role of the policy committees?

Policy committees receive briefings on select statewide issues, consider possible changes to the policy statement, and develop legislative recommendations for the Legislative Committee to consider.

How are policy committees appointed?

Policy committee membership consists of elected and appointed officials of full-member local governments. Nomination information is sent in the spring to each locality, and each local government determines which of its officials will be nominated for each of the six policy committees. Each local government may nominate up to two people per policy committee, at least one of whom must be an elected official.

What are the benefits of serving on a policy committee?

VML policy committees offer members an opportunity to learn about current and emerging statewide issues that affect local governments, to develop through policy statements the broad philosophical framework that guides the league, and to network with local officials with similar policy interests.

How many policy committees are there?

There are five policy committees: community and economic development, finance, general laws, human development and education, and infrastructure (comprised of transportation and natural resources issues).

What issues does each policy committee cover?

- **Community & Economic Development:** Authority, administration, and funding of local governments to manage a full range of community and economic development issues, including business development and retention, international competitiveness, infrastructure development and investment, planning, land use and zoning, blight, enterprise zones, housing, workforce development and historic preservation.
- **Finance:** Powers, organization, and administration of local government financing, including taxing authority, debt financing, state aid to local governments and federal policies affecting local finance issues.
- **General Laws:** Powers, duties, responsibilities, organization, and administration of local governments, including state-local and inter-local relations, conflicts-of-interest, freedom-of-information, information management and personnel, telecommunications, utilities, and law and courts issues.
- **Human Development and Education:** Management and funding of social services, pre-k-12 education, health, behavioral health, juvenile justice and jails, recreation, and aging.
- **Infrastructure:** Development, management, maintenance, and funding of environmental programs including water resources and quality, air quality, and waste management as well as transportation system management and funding.

What is a policy statement?

Each policy committee develops a policy statement that covers issues in its respective area. The policy statement expresses the agreement of VML's membership on matters of interest to local governments. The statement generally addresses broad, long-term, philosophical positions. The VML membership approves the policy statements at its annual meeting.

How do policy statements differ from VML's legislative program?

Policy statements are general in nature. They reflect local governments' positions on a range of issues. The Legislative Program is more specific and immediate. It is limited to legislative positions that VML expects to lobby on during the upcoming legislative session.



Work Session Agenda Statement

Item # 06

Meeting Date: May 9, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

I move that Town Council convene and go into Closed Meeting for the following:

- 1) discussion, consideration, assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees, or employees of any public body, specific to the Town Manager's Evaluation, pursuant to Virginia Code §2.2-3711.A.1 of the Code of Virginia; and,
- 2) for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, specifically *Jennifer Berry Brown v. Town of Front Royal* where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of the public body, also pursuant to §2.2-3711.A.7.

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.