



REGULAR TOWN COUNCIL MEETING

Monday, May 23, 2022, at 7:00pm in Warren County Government Center Board Room

View LIVE on Government Access Channel 16 or <https://www.frontroyalva.com/673/Town-Hall-Live>

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the minutes of the following meetings of Town Council as presented: Regular Meeting of April 25th, Special Meeting of May 9th, and Work Session of May 9th, 2022.*
5. ADDITION/DELETION OF ITEMS FROM THE AGENDA
[Items added will be placed as the last item under Business Items. Unanimous vote is required to add/delete]
6. RECOGNITIONS/AWARDS/REPORTS–
 - Recognition of Town Scholarship Winners
7. PUBLIC HEARINGS - NONE
8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS
9. REPORTS
 - A. Report of Town Manager
 - B. Report of Councilmembers
 - C. Report of the Mayor
10. CONSENT AGENDA ITEMS - *I move that Council approve the Consent Agenda as presented.*
[Items removed for further discussion will be placed as the first item under Business Items. Unanimous vote is not required to move]
 - A. Purchase of Bucket Truck for Department of Energy Services Department – *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 for 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. Virginia Municipal League (VML) Policy Committee Nominations
 - H. Resolution for Solar Generated Energy Purchases/Execution of 2022 Solar Energy Schedule – *Mary Lynn*
 - I. Resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power (AMP) – *Mary Ellen Lynn*
 - J. Refer to Planning Commission an Ordinance Amendment to Town Code Chapter 175 re: Data Centers
– *L. Kopishke*
11. BUSINESS ITEMS - None
12. CLOSED MEETING
13. ADJOURN



TOWN COUNCIL REGULAR MEETING MINUTES

April 25, 2022 @ 7:00PM

Warren County Government Center

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

Moment of Silence

Pledge of Allegiance was led by Councilman McFadden

ROLL CALL PRESENT: Mayor Chris W. Holloway
Vice Mayor Lori A. Cockrell
Councilman Joseph E. McFadden
Councilwoman Amber F. Morris
Councilwoman Letasha T. Thompson

APPOINTED STAFF PRESENT: Town Manager Steven W. Hicks (via remote)
Deputy Town Attorney George Sonnett (in place of Vacant Town Attorney Position)
Clerk of Council Tina L. Presley

APPROVAL OF MINUTES – Vice Mayor Cockrell moved, seconded by Councilwoman Thompson that Council approve the minutes of the following meetings of Town Council as presented: Regular Meeting of March 28th; Joint Meetings of April 11th and April 12th; Work Session of April 11th and Special Meetings of April 11th and April 18th, 2022.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA – None

RECOGNITIONS/AWARDS/REPORTS –

Mayor Holloway and Council recognized R. Wayne Sealock for his 17 years of service on the Board of Zoning Appeals by awarding him a framed resolution.

Mayor Holloway and Council recognized the retirement of Police Corporal Steve Mauck. Chief Magalis also recognized Corporal Mauck and other Police Officers who were awarded various recognitions at the Valor Awards Ceremony held on April 21st. Those officers were: Brandon Pennington, David Fogle, Steve Mauck, and Brian House.

Vice Mayor Cockrell recognized members of the Environmental Sustainability Advisory Committee (ESAC) and members of staff who made the recent Earth Day in Front Royal a success. They include ESAC members:

Jim Osborn, Jerome Ray, Justin Proctor and Herschel Finch; and Town Employees: Lizi Lewis, John McDonald, Bob Hintz and Chip Hodges.

PUBLIC HEARING – Annual Appropriation Ordinance for FY2022-2023 Budget

Mayor Holloway opened the public hearing, since no one spoke he closed the public hearing.

Councilwoman Thompson moved seconded by Councilman McFadden that Council approve the Town's Annual Appropriation Ordinance as presented for the FY2022-2023 Budget effective July 1, 2022 through June 30, 2023 that includes the FY23 budget revisions discussed during the April 11, 2022 Work Session.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

PUBLIC HEARING – An Ordinance to Change the Street Name for a Portion of Edgemont Avenue and All of Scranton Avenue to George Banks Boulevard

Mayor Holloway opened the public hearing. The following speakers spoke:

Mary Bailey, 1337 Edgemont Avenue, advised that she has lived at this address for 48 years and noted it would be an honor to change the street name to George Banks Boulevard.

Stephanie Banks, daughter of George Banks, reminded Council that her father was the first black Town Councilmember and first black Mayor to serve the Town of Front Royal. She noted his many attributes including: loving family man, U.S. Army Veteran serving in Vietnam, love of his country and Front Royal, highly respected, working the polls, active member of Macedonia Church, saxophone player, visitor of the sick and shut-ins during COVID, UPS driver for 25 years and school bus driver for 15 years. She encouraged the Town Council to consider the street name change and thanked everyone for their support.

Anthony "Tony" Fletcher, son of George Banks, reminded Council of Mr. Banks' citizenship achievements that included: oversight of the Raymond Santmyer's Youth Center and several ballparks near Bing Crosby Stadium, Downtown Front Royal Revitalization Project, Water Extension Project to the County, and expansion of Northwestern Community Services. He noted that his father used the common sense approach to address Town problems and opportunities. He advised Council that his father ran as an independent for Mayor, using a republican campaign manager and a democratic treasurer using the philosophy that "we can come together to be better, do better and live better together." He explained that the street name change was not just about the name of the person it was about the citizens of the Town of Front Royal regardless of background to solve common sense problems. He encouraged Council to be a part of his father's legacy by coming together on purpose.

John Cermak, 75 Patty Track Lane, Front Royal, advised Council that he didn't know Mr. Banks was Mayor when he met him only that he was a kind person who invited him to his home. He noted it would be great to see Mr. Banks' name on the proposed streets.

Rea Howarth, 1 Lazy Livin' Lane Front Royal, voiced her amazement on what Mr. Banks brought to Front Royal and the love he shared especially with children. While attending his funeral, she was in awe of the young people he touched and helped guide to become good productive citizens. She encouraged Council to honor the great leader he was.

Eric Olson, 1571 Blue Mountain Road Front Royal, advised he has lived there 38 years and has been tuning pianos for 42 years. He noted that Mr. Banks was a leading citizen and felt it would be appropriate for Council to honor him.

Wayne & Joan Brooks, Sr., 1602 Scranton Avenue, noted that he and his family have lived at this address for 42 years being located across the street from Mr. Banks, and considered him an "outstanding neighbor and friend." He advised Council that he had no issues in changing the street name and changing addresses on their personal documents since "street naming was a proud tradition within the country that is reserved for those who make a positive and outstanding contribution to their communities and or country" and he expressed belief that Mr. Banks had done both. He voiced his admiration of the great diversity of those who attended his funeral since Mr. Banks was a person who did not "limit his affiliations." Mr. Brooks noted that Mr. Banks was a "merit-based model of the type of citizen we can all inspire to be." He reiterated that Mr. Banks' legacy to Front Royal is about how "humanity can work together for everyone when we put our differences aside." He respectfully asked the Council to approve the street name change based on the content of Mr. Banks' "character, his model citizenship, his life-time commitment and his many accomplishments". He advised that he would be submitting his comments and a copy of the obituary to Council at a later time.

Rev. Al Woods, 1616 Edgemont Avenue, Associate Pastor of First Baptist Church, advised Council that he purchased his property in 1971 and became good neighbors and fellow Christians with Mr. Banks. He noted that Mr. Banks' leadership inspired people to get involved in community affairs. He concluded by stating that in the future people will see the George Banks Boulevard Street signs and ask the questions "who was this man?" and "why was it named after him?" Front Royal can proudly say the George Banks was a good citizen.

A.D. Carter III, advised Council that George Banks was the reason he ran for Town Council, noting he was a personal friend, easy to talk to and everything he did was from the heart. He urged Council to consider approving the street name change.

Mayor Holloway closed the public hearing.

Councilwoman Thompson moved seconded by Councilwoman Morris that Council approve an ORDINANCE APPROVING THE CHANGE OF STREET NAMES OF SCRANTON AVENUE AND A PORTION OF EDGEMONT AVENUE [1308-1404] TO GEORGE BANKS BOULEVARD as presented. Councilwoman Thompson moved seconded by Councilwoman Morris further that the Mayor, Clerk of Council and Deputy Town Attorney execute the ordinance, record it at the Warren County Courthouse and notify all affected property owners.

Councilman Gillispie explained that after speaking with legal counsel the suggestion of placing a note in the resolution stating that the street name could never be changed was not possible and therefore, he would be voting for the original motion.

Councilwoman Morris advised she grew up on Belmont Avenue and spent a lot of time on Scranton and Edgemont Avenues. She noted that Mr. Banks was a wonderful man with no judgment of people and only love in his heart. She blessed those in the audience for honoring him.

Vice Mayor Cockrell gave “kudos” to Mr. Banks’ children noting the emotional strength it took to say wonderful things about their father. She noted that she met Mr. Banks when he served on Council with her brother. She also reminisced corresponding with him as he transported students from the school she currently works and then becoming her own children’s’ bus driver. She concluded that he was truly a good man and deserved all the kind sentiments shared tonight. She noted she would be supporting the street name change.

Councilwoman Thompson thanked everyone for coming out tonight. She specifically thanked Gene Kilby who started the petition to get the process of the name change going. She noted that Mr. Banks was very encouraging and genuine; and she was blessed to know him.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Mayor Holloway announced, “we now have a George Banks Boulevard.”

There was brief delay of the meeting to allow for the Banks’ family and friends to leave the meeting.

PUBLIC COMMENTS (COMMENTS NOT RELATED TO PUBLIC HEARINGS) - None

REPORTS

A. Town Manager Report – moved to later in the minutes due to technical difficulties

B. Town Council Reports –

Vice Mayor Cockrell expressed her excitement of a wonderful Earth Day Celebration and Valor Awards Ceremony that were recently held. Councilwoman Thompson clarified that the trees for Earth Day were already planted and her and Vice Mayor Cockrell threw mulch on top.

C. Mayor Report gave a “shout out” to the Public Works Department who recently saved three fox pups who were stuck in a storm drain.

CONSENT AGENDA ITEMS

A. Pressure Reducing Valve Vault Purchase

Council approved the purchase of a pre-cast pressure reducing valve vault for Robinhood Lane in the amount of \$32,460.08 from Core & Main, Martinsburg, WV.

B. Pressure Reducing Valve Vault Installation

Council approved a bid for the installation of a new pre-cast pressure reducing valve vault for Robinhood Lane to replace an existing vault in the amount of \$28,556.00 to Bushong Contracting Corp, Woodstock, VA.

C. Dry Barrel Fire Hydrants

Council approved the purchase of dry barrel fire hydrants in the amount of \$31,152.89 from Core & Main, Martinsburg, WV.

D. FY22 Budget Amendment to Accept Local Law Enforcement Block Grant

Council approved a FY22 budget amendment in the amount of \$2,251 to increase FY22 budgeted revenues to receive funds from the Virginia Department of Criminal Justice Services Local Law Enforcement Block Grant Program and allocate \$2,251 toward the purchase of less lethal tasers.

E. Capital Improvement Plan (CIP)

Council approved the Capital Improvement Plan (CIP) as presented.

F. Resolution for Recognition of Service on the Board of Zoning Appeals

Council approved a resolution recognizing R. Wayne Seacock for his service on the Board of Zoning Appeals (BZA), as presented.

Councilwoman Morris moved, seconded by Vice Mayor Cockrell that Council approve the Consent Agenda, as presented.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

BUSINESS ITEMSA. Nomination to the Board of Zoning Appeals

Vice Mayor Cockrell moved seconded by Councilman McFadden that Council nominate Andi A. Robinson to the Circuit Court Judge to the Board of Zoning Appeals to a five-year term beginning May 1, 2022.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

B. Resolution to Adopt “Shift Differential Policy” for Town Employee Handbook

Councilwoman Thompson moved seconded by Vice Mayor Cockrell that Council approve the “Shift Differential Policy” to the Town’s Employee Handbook, as presented and effective upon passage.

Councilwoman Thompson noted that the policy was making the Town more competitive since others are offering this benefit.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

C. Proclamation for National Public Works Week

Councilwoman Morris moved seconded Vice Mayor Cockrell that Council approve a Proclamation proclaiming May 15 – 21, 2022 as Public Works Week in the Town of Front Royal.

Councilwoman Thompson thanked the Public Works Department and expressed appreciation for their service.

Councilwoman Morris noted that the Council's job is to keep the lights on, the water running and the toilets flushing, but noted none of that would happen without the Public Works Department.

Mayor Holloway noted that the Public Works Department is one of the hardest working employees for the Town. He also read the proclamation.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

D. Memorandum of Understanding Between the Town of Front Royal, County of Warren, Valley Health Systems and Northern Shenandoah Valley Substance Abuse Coalition to Create a Drug Treatment Court Program

Vice Mayor Cockrell moved seconded by Councilwoman Thompson that Council approve a Memorandum of Understanding (MOU) between the Town of Front Royal, County of Warren, Valley Health System and Northern Shenandoah Valley Substance Abuse Coalition to create a Drug Treatment Court Program as presented and contingent upon the approval of the Town's Annual Appropriation Ordinance for FY2022-2023 Budget and the approval and execution of the MOU by the County of Warren, Valley Health System and the Northern Shenandoah Valley Substance Abuse Coalition. Council is further requested to direct the Town Manager to execute the MOU on behalf of the Town.

Councilman Gillispie thanked his fellow councilmembers for considering the MOU. He noted that the process began two years ago and was another tool to assist with substance abuse.

Councilwoman Thompson thanked Councilman Gillispie for all his hard work. She noted that substance abuse was a community issue, and this project would help individuals and families be a better community.

Vice Mayor Cockrell echoed Councilwoman Thompson's comments, noting it has been a long process with lots of meetings and many stakeholders coming together for a community issue.

Councilwoman Morris expressed her excitement in being a part of the community coming together to address a community issue. She thanked Councilman Gillispie for all his hard work.

Councilman McFadden advised that he had spoken to Police Chief Magalis and was comfortable that the program has had a great success rate in other communities. He thanked Councilman Gillispie and everyone else who worked on the project.

Councilman Gillispie noted that the project was a team effort that involved a lot of people and thanked them for their hard work.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Town Manager Report – Mr. Hicks recognized Finance Director BJ Wilson and all Department Heads for working on and creating the FY2022-2023 Budget that started in October 2021 within Council's guidelines. He noted that the Town continues to be recognized for financial achievement that is beyond the basic accounting practices, demonstrating transparency.

Mr. Hicks recognized the Environmental Sustainability Advisory Committee (ESAC) for their hard work and dedication since their establishment.

CLOSED MEETING

Vice Mayor Cockrell moved seconded by Councilman McFadden that Town Council convene and go into Closed Meeting for

- 1) *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 and the Town Attorney Position, pursuant to Virginia Code §2.2-3711. A.1 of the Code of Virginia; and,*
- 2) *a. consultation with legal counsel and briefings by staff members or consultants pertaining to probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body, specifically, the Warren County Economic Development Authority, pursuant to Section 2.2-3711. A. 7. of the Code of Virginia; and b. for consultation with legal counsel and briefings by staff members or consultants pertaining to actual litigation, specifically Town of Front Royal, Virginia v. Industrial Development Authority, etc., et al., Warren County Circuit Court Case No. CL 19-74, 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."*

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Vice Mayor Cockrell moved seconded by Councilwoman Morris 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

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Approved by Town Council

Date: _____



TOWN COUNCIL SPECIAL MEETING MINUTES

Monday, May 9, 2022

This meeting can be viewed in its entirety at <https://www.frontroyalva.com/655/Meetings>

ROLL CALL PRESENT: Vice Mayor Lori A. Cockrell
Councilman Gary L. Gillispie
Councilman Joseph E. McFadden
Councilwoman Amber F. Morris
Councilman Letasha T. Thompson

ABSENT: Mayor Chris W. Holloway

APPOINTED STAFF PRESENT: Town Manager Steven W. Hicks
Deputy Town Attorney George Sonnett
Clerk of Council Tina L. Presley

ADDITIONS/DELETIONS TO THE AGENDA (unanimous vote is required)

Vice Mayor Cockrell moved seconded by Councilman Gillispie to add "Resolution to Delay Assessing Penalty/Interest for Personal Property Tax" to the agenda as # 4 of the Special Meeting.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, McFadden, Morris, and Thompson
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL

CLOSED MEETING

Councilman Gillispie moved seconded by Councilwoman Thompson that Council 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.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, McFadden, Morris, and Thompson
No – N/A
Absent – N/A
Abstain – N/A

ROLL CALL

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

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Appointment of Councilmember

Councilman Gillispie moved seconded by Councilwoman Morris that Council appoint Zachary Jackson 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 of office being administered to the candidate elected at the Special Election in November 2022.

Vice Mayor Cockrell noted there were many applicants who were willing to serve and encouraged the public to run in the next election. Councilwoman Morris noted that the decision was not made lightly.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Resolution to Delay Assessing Penalty/Interest for Personal Property Taxes (Addition to Agenda)

Vice Mayor Cockrell moved seconded by Councilwoman Thompson that Council approve a Resolution to delay assessing the penalty and interest for Town Personal Property Taxes 19 days on June 24, 2022, as presented.

Vote: Yes – Vice Mayor Cockrell, Councilmembers Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Mayor adjourned the meeting at 7:01pm

Approved by Town Council

Date: -----



TOWN COUNCIL WORK SESSION MINUTES

Monday, May 9, 2022 at 7:00 PM - Town Hall Conference Room

This meeting can be viewed in its entirety at <https://www.frontroyalva.com/655/Meetings>

Presentation by American Municipal Power (AMP)

Resolution for Solar Generated Energy Purchases/Execution of 2022 Solar Energy Schedule – Interim Energy Services Director Mary Ellen Lynn introduced Paul Beckhusen of AMP who gave Council a presentation “AMP Solar Power Purchase Agreement (PPA) Subscription”. The presentation analyzed power supply needs to incorporate a solar resource into the portfolio and replace landfill and Blue Creek Wind Power Purchase Agreements (PPAs). He explained the daily position and recommendation along with the solar industry’s challenges. Mr. Beckhusen asked that Council pass a Resolution to approve the form and authorize the execution of the 2022 Energy Schedule with AMP and taking other actions in connection with solar generated energy purchases.

Resolution for Purchase of Power Blocks 2025-2029 – Mrs. Lynn advised Council of another resolution proposed for approval that would replace power blocks for 2025-2029. Town Manager Hicks showed the graph for power blocks that better clarified the energy sources. Mrs. Lynn advised there was no reason to go out on the market since costs are currently locked in and if prices were lowered decisions would be made fairly quickly to purchase. Finance Director Wilson noted that the proposed resolution would prevent Power Costs Adjustment (PCA) increases. There was clarification between purchasing MWh verses rates the Town charges the customer noting there is no increase in customer rates. Mrs. Lynn advised that the resolution for the power blocks purchase would be available by the end of the week.

Council agreed to place both resolutions on the Consent Agenda for May 23rd.

Ordinance Amendment to Section 158-6 of Front Royal Town Code Pertaining to Adoption by Reference of State Laws Governing the Operation of Vehicles – Deputy Town Attorney Sonnett gave a brief overview of the proposed ordinance and why it needed to be updated every year. Council agreed to advertise for a public hearing to be held June 27th.

Items Slated for the Consent Agenda for May 23rd – Mr. Wilson gave a brief overview of the items slated for the consent agenda for the May 23rd council meeting as stated below. Comments are noted.

- Purchase of Bucket Truck for Department of Energy Services
- Engineering for Design of Shenandoah Avenue Streetlights
- Maintenance Agreement for Nutrient Analyzers
 - o Agreement was to keep things up and running
- Septage Receiving Station Mixing System
 - o Had to find money in the budget to purchase
- FY22-23 Budget Amendment Engineering Consultant-Water Tower Antenna for T-Mobile
- Revise Resolution “To Provide Water and Sewer Services to Certain Out of Town Lots”

- Mr. Hicks explained the revision and why it was important. It was noted the word “consider” was also written at the bottom of the resolution and should be revised as well.

~~Resolution to Delay Assessing Penalty/Interest for Personal Property Taxes~~

Was voted on in Special Meeting above so this item was removed from the agenda

Mr. Wilson confirmed that nothing was coming from reserves

Virginia Municipal League (VML) Policy Committee Nominations – After discussion, Council agreed to the following:

- Community & Economic Development – Councilwoman Thompson/Town Manager Steven Hicks
- Finance – Councilman McFadden and Finance Director BJ Wilson
- General Laws – Councilwoman Morris and Deputy Town Attorney George Sonnett
- Human Development & Education – Vice Mayor Cockrell
- Infrastructure (Transportation & Environment/Natural Resources) – Councilman Gillispie & Public Works Director Robbie Boyer

All nominations will be placed on the Consent Agenda for the May 23rd meeting.

Open Discussion – Councilwoman Morris questioned the Community Development Block Grant (CDBG) Program and how she believed that the grants benefited downtown not property owners. Robert MacDougal who participated in the CDBG Grant Program and has property on Main Street that he is currently trying to sell, spoke before Council and explained the issue he was having. Mrs. Morris noted that there was a discrepancy in the wording between the Letter of Intent and the Deed of Trust. Council suggested that Council revisit and revise the policy to correct the issues property owners are having when they sell their property. It was also suggested to place this item under Business Items on the May 23rd Agenda.

Mr. Hicks advised that Taylor Clatterbuck has been appointed as the student representative on the Environmental Sustainability Advisory Committee (ESAC). He also noted that the Prospect Bridge bid came in extremely high and therefore will be put back out to bid.

CLOSED MEETING

Councilwoman Thompson moved seconded by Councilwoman Morris that 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 Town Manager’s Evaluation, pursuant to Virginia Code §2.2-3711. A.1 of the Code of Virginia and 2) 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 Virginia Code §2.2-3711. A.7.

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

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:]*

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

Vote: Yes – Vice Mayor Cockrell, Councilmembers, Gillispie, McFadden, Morris, and Thompson

No – N/A

Absent – N/A

Abstain – N/A

ROLL CALL

Adjourn

PRESENT: Vice Mayor Cockrell, Councilmembers Gillispie, Lloyd, McFadden, Morris and Thompson, Town Manager Steven Hicks, Deputy Town Attorney George Sonnett, Clerk of Council Tina Presley, Finance Director BJ Wilson, Assistant Town Manager Kathy Leidich, Director of Fleet Maintenance Don McPaters, Manager of IT Grant Autry, Interim Energy Services Director and members of the public and press.

Approved by Town Council

Date: -----



Council Consent Agenda Statement

Item # 10A

Meeting Date: May 23, 2022

Agenda Item: Purchase of Bucket Truck for Energy Services Department

Summary: Council is requested to approve the purchase of a telescopic articulating aerial device and chassis in the amount of \$144,355.00 from Altec Industries.

Budget/Funding: 9401-47005 Electric Department Motor Vehicles \$144,355.00

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the purchase of a telescopic articulating aerial device and chassis in the amount of \$144,355.00 from Altec Industries

Approved By: _____

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

MEMORANDUM

TO: B.J. Wilson, Finance Director.

FROM: Donald B McPaters, Director of Fleet Maintenance

SUBJECT: Purchase Telescopic articulating aerial device and chassis.

DATE: May 11, 2022

We received one bid on June 10, 2022, on the telescopic articulating aerial device and chassis. The bid was from Altec at a price of \$144,355.00. I have reviewed the bids and they meet all specifications. I am good for the purchase of this bucket truck. The Pro Link scanner programs they will not supply but I am good with that. The Shop key program will take care of that.

DEVIATIONS for Bid IFB#11-2022 – ENERGY SERVICES BUCKET TRUCK

- Chassis will be a Model Year 2023 ILO MY 2022 (Page 17)
- Stock chassis specifications do not include a PRO Link Plus heavy-duty scanner program cartridges (Page 19)

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

AERIAL DEVICE SPECIFICATIONS

BIDDER RESPONSE

	YES	NO
Telescopic articulating aerial device with ISO Boom. (or equal)	<u>X</u>	_____
ISO Boom. The inner telescopic fiberglass boom maintains full dielectric integrity even with fiberglass inner boom fully retracted.	<u>X</u>	_____
Hydraulic platform leveling system.	<u>X</u>	_____
Hydraulic tool circuit at the platform.	<u>X</u>	_____
Emergency lowering valve at platform.	<u>X</u>	_____
Single handle control at the platform.	<u>X</u>	_____
Working height: 45.6' (feet).	<u>X</u>	_____
Side reach: 29.7' (feet).	<u>X</u>	_____
Low-Power fiber-optic control system (FOC-L) or equal.	<u>X</u>	_____
Continuous rotation.	<u>X</u>	_____
Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge).	<u>X</u>	_____
Post style pedestal mounting.	<u>X</u>	_____
Single One-Man End Mounted Platform With 180 Degree Rotation. 24x30x42. platform is rated at 400 pounds. Control panel on platform dashboard controls for auxiliary functions. Includes emergency stop (push pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting brackets.	<u>X</u>	_____
Platform leveling at lower controls.	<u>X</u>	_____
Two platform steps.	<u>X</u>	_____
Soft nylon reinforced vinyl platform cover for a 24x30x42 inch platform.	<u>X</u>	_____
4-function single handle Fiber-Optic Controller or equal.	<u>X</u>	_____
Manual Lowering valve located at the boom tip. For use in emergency situations To allow the operator to lower the boom to the ground.	<u>X</u>	_____

AERIAL DEVICE SPECIFICATIONS

BIDDER RESPONSE

	YES	NO
Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System.	<u>X</u>	_____
Unit is to be powder coated and painted white.	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

Unit and Hydraulic

BIDDER RESPONSE

	YES	NO
HVI-22 Hydraulic Oil	<u>X</u>	_____
Standard hydraulic pump for PTO	<u>X</u>	_____
Hot shift PTO system	<u>X</u>	_____

Body

108" inch Universal Small Utility Body for a 60" inch CA chassis with 38" long side access tail shelf to Meet the following specifications.	<u>X</u>	_____
Basic body fabricated for A40 grade 100% zinc alloy coated steel.	<u>X</u>	_____
All doors are full, double paneled, self-sealed with built-in drainage.	<u>X</u>	_____
Stainless steel hinge rods extend full length of door	<u>X</u>	_____
Door hinge are zinc alloy material attached with rivets	<u>X</u>	_____
All doors contain stainless steel, flush mounted paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	<u>X</u>	_____
Heavy gauge welded steel frame construction with smooth galvanneal floor.	<u>X</u>	_____
Possible contract edges are folded for safety	<u>X</u>	_____
Door header drip rail at top for maximum weather protection	<u>X</u>	_____
Neoprene or rolled fenders on wheel fender panels	<u>X</u>	_____
Steel treated for improved primer bond and rust resistance	<u>X</u>	_____
Automotive underseal applied to body.	<u>X</u>	_____
Automotive type non-porous door seals fastened to the door facing.	<u>X</u>	_____
108" inch body length.	<u>X</u>	_____
40" inch body height	<u>X</u>	_____
94" inch Body width	<u>X</u>	_____
20" inch Body Compartment Depth	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

BODY SPECIFICATIONS

BIDDER RESPONSE

	<u>YES</u>	<u>NO</u>
8" inch Body crossmembers	<u>X</u>	_____
To have a non-skid surface on Compartment tops.	<u>X</u>	_____
6" inch tall wooden tailboard installed at the rear of body cargo area.	<u>X</u>	_____
Master body lock system.	<u>X</u>	_____
One (1) wheel choke holder installed in fender panel on each side of body.	<u>X</u>	_____
Gas Shock Type Ridge door holders for vertical doors	<u>X</u>	_____
Chains supports on horizontal doors	<u>X</u>	_____
Hot stick shelf extending full length of body on curbside	<u>X</u>	_____
Drop-Down Hot Stick Door for one (1) Shelf (right side)	<u>X</u>	_____
Two (2) Hot Stick Brackets	<u>X</u>	_____
1 st Vertical Street side (LH)-two (2) adjustable shelves with removable dividers on 4" inch center.	<u>X</u>	_____
1 st Horizontal Street side (LH)-one (1) Fixed shelf with removable dividers on 8" inch centers.	<u>X</u>	_____
Rear Vertical streetside (LH)-six (6) adjustable locking swivel hooks.	<u>X</u>	_____
1 st Vertical curbside (RH)-seven (7) adjustable locking swivel hooks, Louvered Panel installed in cargo wall.	<u>X</u>	_____
1 st Horizontal curbside (RH) vacant.	<u>X</u>	_____
Rear Vertical curbside (RH) two (2) adjustable shelves with removable dividers On 4" inch dividers on 4" inch center.	<u>X</u>	_____
One (1) Small bolt on grab handle installed at rear of curbside compartment.	<u>X</u>	_____
38" inch tail shelf with integrated side access steps and smooth galvanneal floor Installed at rear of body. Includes one (1) U-shape Grab handle.	<u>X</u>	_____
<u>Body and Chassis Accessories</u>	<u>X</u>	_____
ICC underride protection	<u>X</u>	_____
Combination 2" inch ball (10,000 LB MGTW) and Pintle Hitch (16,000 LB MGTW)	<u>X</u>	_____
Set of eye bolts for trailer safety chain, installed one (1) each side of towing device.	<u>X</u>	_____
Rear Torsion Bar installed on chassis.	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

BODY and CHASSIS
ACCESSORIES

BIDDER RESPONSE

	<u>YES</u>	<u>NO</u>
Appropriate counterweight added for stability.	<u>X</u>	_____
Platform rest, rigid with rubber tube.	<u>X</u>	_____
Platform to be side stowed.	<u>X</u>	_____
Boom rest for telescopic unit	<u>X</u>	_____
Mud flaps with no logo (pair)	<u>X</u>	_____
Wheel chocks, rubber 9.75" L x 7.75" W x 5" H L metal hairpin style handle.	<u>X</u>	_____
Slope indicator assembly for machine without outriggers	<u>X</u>	_____
Safety Harness and 4.5' lanyard (fits medium to X Large) includes Pouch and Placards	<u>X</u>	_____
5 LB fire extinguisher with light duty bracket. Installed (In curb side Compartment).	<u>X</u>	_____
Triangular Reflector kit shipped loose.	<u>X</u>	_____
Vinyl manual pouch for storage of all operator and parts manual	<u>X</u>	_____
Rock guards, Lexan, Installed each front corner of body.	<u>X</u>	_____
Ground reel with clamp and 50' of 2/0 cable	<u>X</u>	_____
<u>Electrical Accessories</u>	<u>X</u>	_____
Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED including reverse lights).	<u>X</u>	_____
Standard amber LED strobe light wit brush guard post mount on street front compartment top.	<u>X</u>	_____
Single tone back up alarm install between the chassis frame rails and the rear of the chassis. To work in conjunction with chassis reverse drive system.	<u>X</u>	_____
6-way trailer receptacle (pin type) installed at rear.	<u>X</u>	_____
Ford upfitter switch (supplied with Chassis) or equal.	<u>X</u>	_____
Power Distribution Module (PDM-6) or equal. Is a compact self-contained electronic System that provides a standardized interface with the chassis electrical system. (Includes operator's manual).	<u>X</u>	_____
Install secondary stowage system.	<u>X</u>	_____
PTO indicator light in cab.	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

Finishing Details

BIDDER RESPONSE

	<u>YES</u>	<u>NO</u>
Powder coat unit white.	<u>X</u>	_____
Finish paint body accessories above body floor white.	<u>X</u>	_____
Standard components mounted below frame rail shall be coated black. step bumper, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. components mounted under side of body shall be coated black. Wheel choke holders, mud flap brackets, pad carriers, boxes, light brackets, and ladders.	<u>X</u>	_____
Apply no-skid coating to all walking surfaces.	<u>X</u>	_____
Safety and instruction in English.	<u>X</u>	_____
Vehicle height placard installed in cab.	<u>X</u>	_____
Placard, HVI-22 Hydraulic oil	<u>X</u>	_____
Dielectric test unit according to ANSI requirements	<u>X</u>	_____
Regional build	<u>X</u>	_____
Delivery of complete unit.	<u>X</u>	_____
Inbound freight	<u>X</u>	_____
Stock unit	<u>X</u>	_____
<u>Chassis</u>		
2022 Model year	_____	<u>X</u> MY 2023
F-550 or equal	<u>X</u>	_____
Color- White	<u>X</u>	_____
Class V (16,001-19,500)	<u>X</u>	_____
Regular Cab	<u>X</u>	_____
Four-wheel drive	<u>X</u>	_____
60" Clear CA (Round to next whole number)	<u>X</u>	_____
145" Wheelbase.	<u>X</u>	_____
18,000 LBS GVWR	<u>X</u>	_____
7,000 LBS front axle rating	<u>X</u>	_____
13,660 LBS rear axle rating	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

CHASSIS

BIDDER RESPONSE

	<u>YES</u>	<u>NO</u>
6.7-liter Power Stroke Engine or equal	<u>X</u>	_____
Torque shift 10-speed automatic transmission	<u>X</u>	_____
Single horizontal exhaust right side mount.	<u>X</u>	_____
98R-Operator Commanded Regeneration (OCR)	<u>X</u>	_____
50-State Emissions	<u>X</u>	_____
Clean idle certification	<u>X</u>	_____
No Idle engine shut down required	<u>X</u>	_____
Hydraulic brakes	<u>X</u>	_____
Parking brake in rear wheels	<u>X</u>	_____
40-gallon fuel tank (rear)	<u>X</u>	_____
7.2-gallon DEF tank (mid-mount)	<u>X</u>	_____
63C-Aft axle frame extension	<u>X</u>	_____
Power door locks	<u>X</u>	_____
Power mirrors	<u>X</u>	_____
Power windows	<u>X</u>	_____
Keyless entry	<u>X</u>	_____
Bluetooth	<u>X</u>	_____
Cruise Control	<u>X</u>	_____
Block Heater	<u>X</u>	_____
Snowplow package	<u>X</u>	_____
<u>Warranty</u>		
Machine Standard warranty: one year parts warranty, one year labor warranty, ninety-day warranty for travel charges, limited lifetime structural warranty.	<u>X</u>	_____
Chassis Basic Warranty 36,000 miles 36months	<u>X</u>	_____
Powertrain warranty 60,000 miles 60 months	<u>X</u>	_____
Corrosion Perforation unlimited miles 60 months	<u>X</u>	_____

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

Warranty

BIDDER RESPONSE

	<u>YES</u>	<u>NO</u>
Roadside assistance warranty 60,000 miles 60 months	<u>X</u>	<u> </u>
Diesel Engine warranty 100,000 miles 60 months	<u>X</u>	<u> </u>

Pre-Paint Inspection Trip

There shall be the pre-paint inspection to body mounting locations for the miscellaneous equipment being mounted and to make any correcting before the body is painted.

Delivery Date

The Vendor is preferred to deliver the vehicle within on hundred and twenty (120) days after receipt of a Town of Front Royal Purchase Order. If delivery of the vehicle is not completed within the time specified, after due allowance for any provisions made in agreement with the Town for any extension of extensions of time, the Vendor shall be deemed in breach of this agreement. In the event the Vendor is deemed to be in breach, the Town reserves the right to follow one of the following courses of action. The first would be that the vendor shall be liable to the Town, as liquidated damages and not as a penalty, in the amount of \$25.00 per day for each calendar day that the Vendor shall be in default of this agreement. The Town shall have the right to deduct the liquidated damages from any amount due. The second would be that the Town would cancel the Purchase Order with further obligations

Manuals

The successful bidder shall provide a set of service, maintenance, and operation manuals for the chassis, wiring, engine, transmission, brakes, and body of the truck. The refuse body is to have an operation, service, and repair manuals. The manuals are to be in a hard copy or CD's.

Diagnostic Tools

Successful bidder shall provide a PRO Link Plus heavy-duty scanner program cartridges for the trucks Engine, transmission, and ABS brake system for parameters of sensor and settings and retrieving diagnostic codes.

N

Advertisement: No stickers, decals, or plates, displaying dealer name of logo, shall be affixed to the residential front loader. To have safety decals install where manufacture requires them.

Warranty: The warranty shall apply on the delivery date. The warranty on the chassis and body shall be a manufacture warranty.

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

SPECIAL NOTES:

1. ALL MANUALS INCLUDING SERVICE, OPERATING, WIRING DIAGRAMS, HYDRAULIC CIRCUITS, CONTROL CIRCUITS (COMPUTER CONTROLLED), PARTS MANUAL, PERTAINING TO THE BODY AND ALSO TO THE CHASSIS MUST BE FURNISHED BY THE AWARDED BIDDER UPON DELIVERY OF THE UNIT(S) TO THE TOWN.
2. ALSO, THE NECESSARY PROGRAMMER CARTRIDGES MUST BE INCLUDED IN THE BID PRICE. SCHOOL FOR FLEET MAINTENANCE PERSONNEL MUST ALSO BE INCLUDED IN THE BID QUOTE ON THE BODY CONTROLS. (Called about have CDs and lab top)
3. THE TOWN OF FRONT ROYAL RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR TO ACCEPT THAT BID DEEMED MOST ADVANTAGEOUS FOR THE VALUE RECEIVED.
4. BID PRICES SHALL INCLUDE DELIVERY OF THE COMPLETED UNIT TO THE PROPERTY YARD OF THE TOWN OF FRONT ROYAL AT CROSBY ROAD.

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

BID FORM

SUBMIT PAGES 13 THROUGH 25 AS YOUR BID

BIDS due prior to 2:00 P.M., local prevailing time, MAY 10th, 2022

The Bidder proposes and agrees, if this bid is accepted to furnish any and all the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) specified and as scheduled. The Town reserves the right to increase or decrease the quantities purchased at the unit prices quoted.

The undersigned agrees to be fully informed of all specifications of this solicitations, including the specifications of the product(s) to be provided, drawings (if any), all Addenda, and all conditions relative to the any work to be performed.

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

No. _____ Date _____
No. _____ Date _____

No. _____ Date _____
No. _____ Date _____

QTY	UOM	DESCRIPTION	UNIT PRICE	DELIVERY DAYS FROM AWARD
1	EACH	DELIVERED TELESCOPIC ARTICULATING AERIAL DEVICE PER SPECIFICATIONS	\$144,355	Estimated Completion December 2023

eVA Registered Vendor I.D.): E37556

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

TOWN OF FRONT ROYAL, VIRGINIA
INVITATION FOR BIDS: 11-2022 ENERGY SERVICES BUCKET TRUCK

In compliance with VA Code § 2.2-4343.1, the Town of Front Royal does not discriminate against faith-based organizations.

INDICATE BY PLACING A CHECK HERE _____ IF A FAITH-BASED ORGANIZATION AS DESCRIBED IN VA CODE § 2.2-4343.1

PLEASE INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name _____ Partnership
_____ Individual Trading Under Trade Name _____ **X** Corporation
(Individual and Trade Name must be listed below as "legal name") CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER ALTEC INDUSTRIES, INC.

FED ID NO. 63-0362926

ADDRESS 33 INVERNESS CENTER PARKWAY

BIRMINGHAM, AL 35242

PHONE: (270) 401-8395

EMAIL ADDRESS: ASHLEIGH.THOMPSON@ALTEC.COM

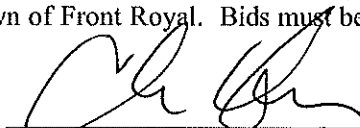
My signature certifies that this firm (or individual) has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Town of Front Royal, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Town of Front Royal, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Town of Front Royal. Bids must be signed by someone having the authority to bind the individual or company.

SIGNATURE

PRINTED/TYPED NAME

TITLE

DATE


Chris Harmon
Gen. Mgr.
5/4/2022



Council Consent Agenda Statement

Item # 10B

Meeting Date: May 23, 2022

Agenda Item: Engineering for Design of Shenandoah Avenue Streetlights

Summary: Council is requested to approve the 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

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the RK&K Engineering quote for the design of streetlights along Shenandoah Avenue in the amount of \$29,964.70.

Moved _____ **Seconded** _____

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

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.	<i>Sub-total Items 1-2:</i>			\$	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	



Council Consent Agenda Statement

Item # 10C

Meeting Date: May 23, 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	<u>\$18,152.49</u>
		Total	\$52,389.81

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that council 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.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

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.

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



Council Consent Agenda Statement

Item # 10D

Meeting Date: May 23, 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

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council 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.

Moved _____ **Seconded** _____

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

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.

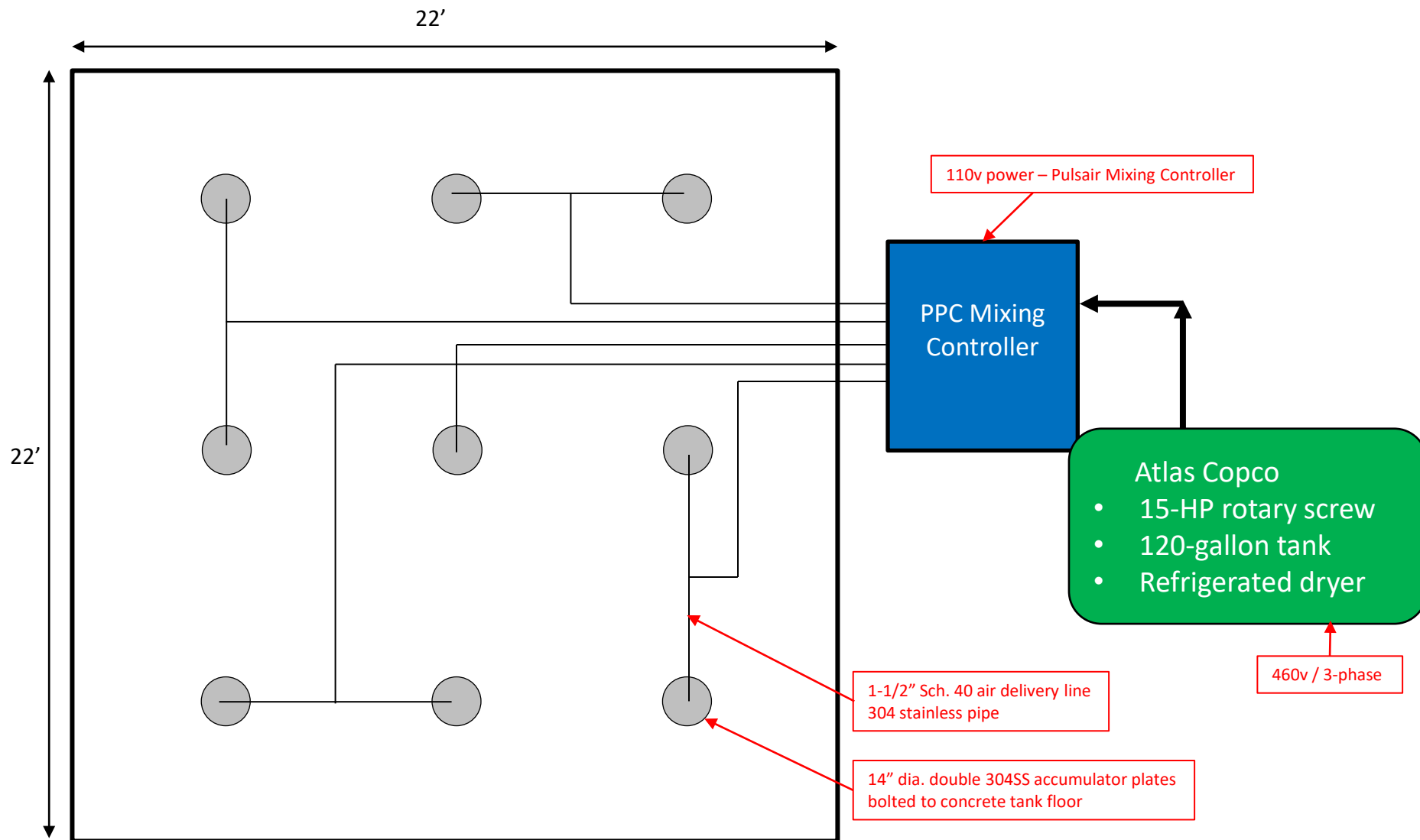
Please do not hesitate to contact me with any additional questions

Best regards,

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



Town of Front Royal, VA





Council Consent Agenda Statement

Item # 10E

Meeting Date: May 23, 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

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council 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.

Moved _____ **Seconded** _____

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



Council Consent Agenda Statement

Item # 10F

Meeting Date: May 23, 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. Council is requested to revise the resolution to remove the word “*consider providing*” in the third paragraph and replace it with “*provide*” throughout. 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

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve the revision of the March 28, 2022 resolution “To Provide Water and Sewer Services to Certain Out-of-Town Lots” to remove the words “*consider providing*” throughout and place the word “*provide*” in its place as presented.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____

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~~ **provide** 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: _____



Council Consent Agenda Statement

Item # 10G

Meeting Date: May 23, 2022

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

Summary: 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**

Budget/Funding: None

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council nominate the following individuals to the VML 2022 Policy Committees:

Community & Economic Development – Councilwoman Thompson/Town Manager Steven Hicks

Finance – Councilman McFadden and Finance Director BJ Wilson

General Laws – Councilwoman Morris and Deputy Town Attorney George Sonnett

Human Development & Education – Vice Mayor Cockrell

Infrastructure – Councilman Gillispie & Public Works Director Robbie Boyer

Moved _____ *Seconded* _____

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



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.



Council Consent Agenda Statement

Item # 10H

Meeting Date: May 23, 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: None

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve 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.

Moved _____ Seconded _____

Cockrell _____ Gillispie _____ Jackson _____ McFadden _____ Morris _____ Thompson _____



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: _____



Council Consent Agenda Statement

Item # 10I

Meeting Date: May 23, 2022

Agenda Item: Resolution for Future Power Block Purchases for 2025-2028 and Authorizing the Execution of Fixed Volume Energy Supply Schedule with American Municipal Power (AMP)

Summary: Council is requested to approve a resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power (AMP) as presented.

Budget/Funding: None

Meetings: Work Session held May 9, 2022

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council approve a resolution Authorizing the Execution of the 2025-2028 Fixed Volume Energy Supply Schedule with American Municipal Power (AMP) as presented.

Moved _____ *Seconded* _____

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

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION/ORDINANCE NO. _____

**RESOLUTION/ORDINANCE AUTHORIZING THE EXECUTION
OF THE 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. ("AMP")**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") is a political subdivision organized and existing pursuant to the laws of the Commonwealth of Virginia, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed a Master Services Agreement with AMP which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third-party energy suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt-hour ("MWh") blocks for a term beginning on January 1, 2025 and ending no later than December 31, 2028, all of which will provide an economical source of electric energy (herein "Long-Term Energy Purchase(s)") for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third-party supplier(s) and then to resell the energy available from these Long-Term Energy Purchase(s) on a long-term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$50.00 per MWh, for up to 5 MW block purchases;

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long-Term Energy Purchase(s) to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the Long-Term Energy Purchase(s), to take actions contemplated by the Ordinance hereinafter set forth, and to determine that the same are in the public interest.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the form of the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1, is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the Town Manager be authorized to execute the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE and to acquire the Municipality's energy from one or more Long-Term Energy Purchase(s), each with a term beginning on January 1, 2025 and ending no later than December 31, 2028, and with a third-party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed \$50.00 per MWh for purchases, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long-Term Energy Purchase(s), pursuant to the conditions set forth herein, as set forth in the 2025-2028 FIXED

VOLUME ENERGY SUPPLY SCHEDULE; provided, however, that (i) the total hourly MW volume for all such purchases under the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE shall not exceed 5 MW.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the 2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirements that might otherwise be applicable are hereby waived.

SECTION 4. That is it found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance 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 6. That this Resolution/Ordinance shall take effect at the earliest date allowed by law.

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

Zachary Jackson __ Yes __ No

Approved as to Form and Legality:

George Sonnett, Deputy Town Attorney

Dated: _____

**TOWN OF FRONT ROYAL, VIRGINIA
2025-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE
AMP Contract No. 2025-008087-SCHED**

**A Schedule to
American Municipal Power, Inc.
and
TOWN of FRONT ROYAL, VIRGINIA
Master Service Agreement No. C-12-2007-6255**

WHEREAS, the Town of Front Royal, Virginia (the "Municipality") and American Municipal Power, Inc. ("AMP"), collectively ("Parties"), have entered into a Master Service Agreement ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and

WHEREAS, AMP will negotiate with one or more reputable and financially sound third-party energy suppliers to enter into an agreement(s) to purchase electric energy in various megawatt ("MW") or megawatt-hour ("MWh") blocks for a term beginning on January 1, 2025 and ending no later than December 31, 2028, all of which will provide an economical source of electric energy (herein "Long-Term Energy Purchase(s)") for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties do hereby mutually agree as follows:

**ARTICLE I
TERM**

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2025 and ending no later than December 31, 2028.

**ARTICLE II
CONTRACT QUANTITIES AND RATE**

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the

delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;

B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another energy supply schedule; and

C. The contract rates or fees that AMP pays or incurs for each MWh of energy supplied to the Municipality.

The Long-Term Energy Purchases anticipated to be executed as transaction confirmations between AMP and third-party energy suppliers for the benefit of Municipality are listed in the following table. The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and execute necessary transaction confirmations) of energy with a term beginning on January 1, 2025 and ending no later than December 31, 2028 as set forth in the table below. Additionally, the third-party energy supply contract prices of all energy purchases made under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) shall not exceed \$50.00 per MWh, for up to 5 MW block purchases.

Term	Total Planned Purchase	Description	Days/Week	Hours/Day	Supplier
1/1/2025 – 12/31/28	5 MW	7X24 Block Purchase	Monday-Sunday	24	TBD via steps 1 – 4 below

SECTION 202 – PROCEDURES FOR AUTHORIZATION OF ENERGY SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long-Term Energy Purchases contemplated in

Section 201 of this Schedule. The steps that will be followed in securing such Long-Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long-Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long-Term Energy Purchases that meet the requirements of Section 201 and the table set forth therein prior to executing a transaction confirmation with a third-party energy supplier. AMP will provide energy supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long-Term Energy Purchase over a recorded telephone line or through email, then AMP shall acquire the Long-Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third-party energy supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and a supplier transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV
GENERAL

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of an energy supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third-party supplier default to such a degree that the agreement by and between that third-party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third-party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third-party energy supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Town Manager or the Town Manager's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

TOWN OF FRONT ROYAL, VIRGINIA

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

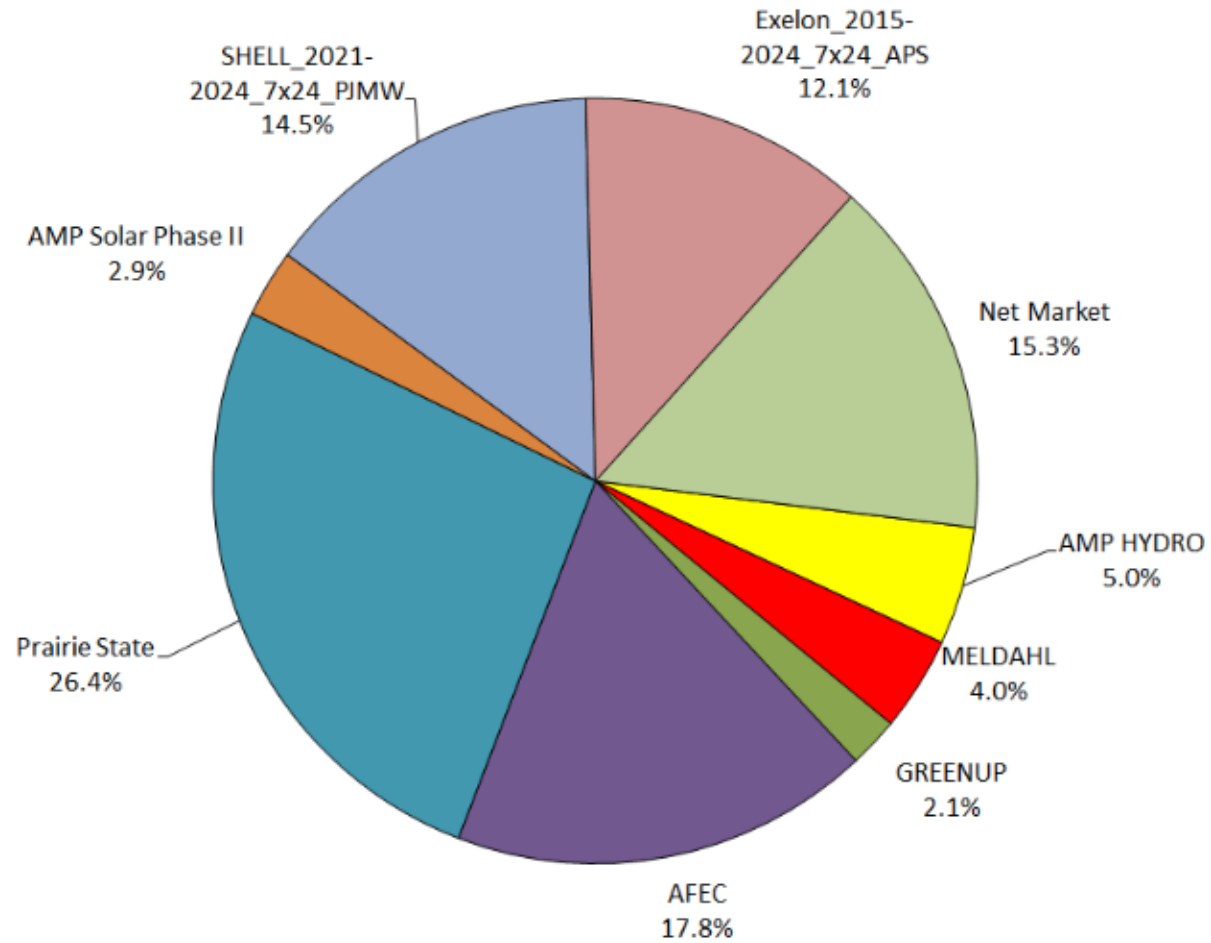
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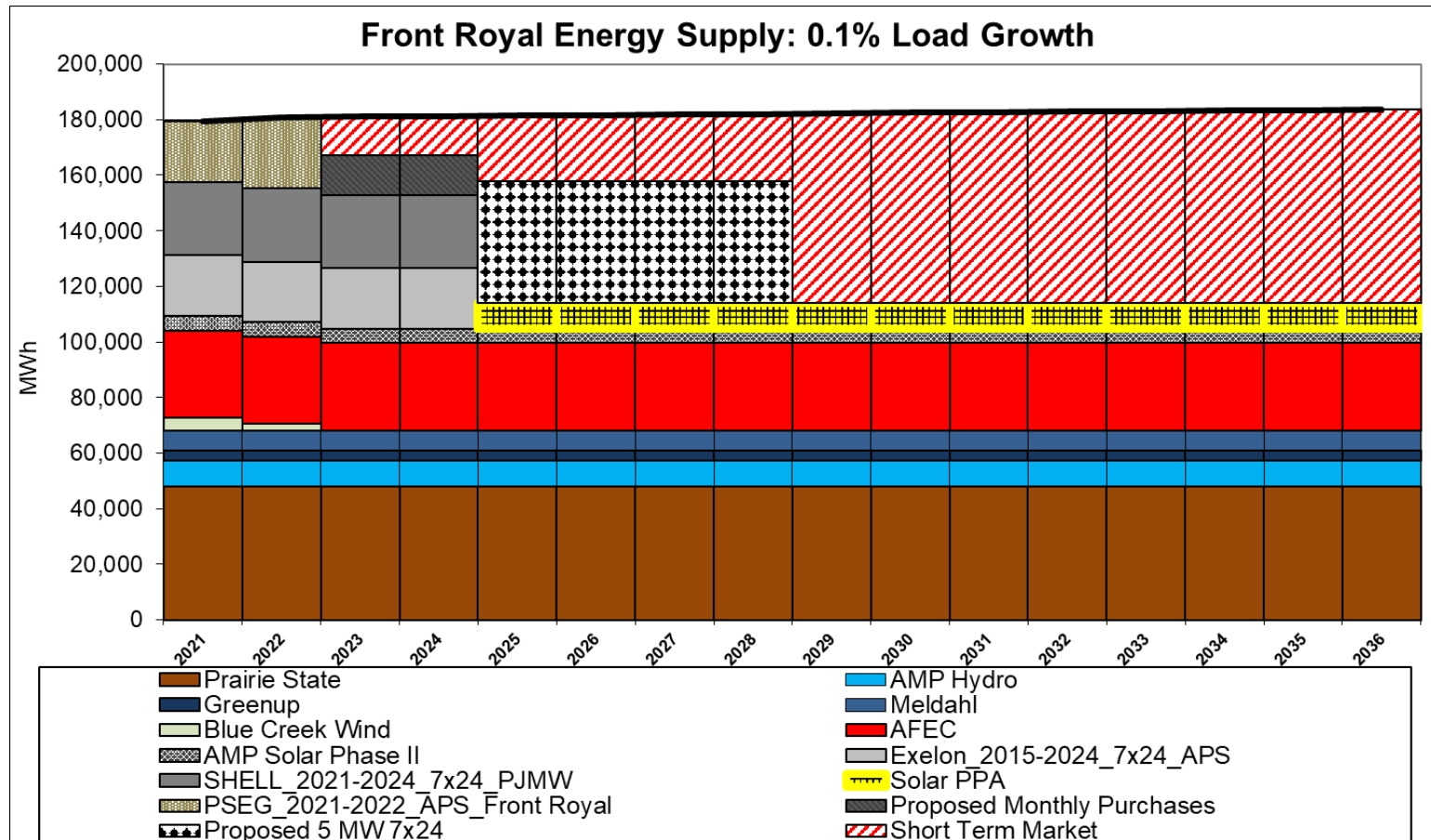
Legal Counsel

Lisa G. McAlister
Senior Vice President and General
Counsel for Regulatory Affairs

Front Royal 2023 Energy Sources



Proposed Power Purchase





Council Consent Agenda Statement

Item # 10J

Meeting Date: May 23, 2022

Agenda Item: Refer to Planning Commission an Ordinance Amendment to Town Code Chapter 175 re: Data Centers

Summary: The Planning Commission at their May 18, 2022 Regular Meeting approved authorization for staff to schedule a public hearing for an Ordinance Amendment to Town Code Chapter 175 Pertaining to Data Centers contingent upon the Town Council's referral to do so. Council is requested to refer to the Planning Commission an Ordinance Amendment to Town Code Chapter 175 that would add the definition of Data Center and other specifics to expand on the definition. It is also requested to have the public hearing advertisements for both the Planning Commission and Town Council run concurrently.

Budget/Funding: None

Meetings: None

Should Council wish to remove this item from the consent agenda, the following motion would allow approval of this request:

Proposed Motion: I move that Council refer to the Planning Commission an Ordinance Amendment to Town Code Chapter 175 to add Data Centers and other specifics to expand on the definition. I further move that the public hearing advertisements for both Planning Commission and Town Council run concurrently.

Moved _____ **Seconded** _____

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



Council Agenda Statement

Item # 12

Meeting Date: May 23, 2022

CLOSED MEETING

Motion to Go into Closed Meeting

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

- 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 Attorney Position and Town Manager Evaluation, pursuant to §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 *Industrial Development Authority of the Town of Front Royal the County of Warren, Virginia, AKA The Front Royal-Warren County Economic Development Authority v. Town of Front Royal* and *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, pursuant to §2.2-3711.A.7 of the Code of Virginia.

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 _____ Jackson _____ McFadden _____ Morris _____ Thompson _____