TOWN COUNCIL REGULAR WORK SESSION
MONDAY, July 14, 2025 @ 7:00PM
Town Hall Conference Room

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

1. Roll Call

2. Water Supply Plan/Excess Volume Determination – CHA Presentation

3. Resolution and Energy Schedule for Tallgrass Power Purchase Agreement with AMP – Presentation by AMP

4. NEW BUSINESS
   A. Purchase of In-Car and Body-Worn Camera System for the Police Department – *Michelle Campbell*
   B. John Marlow Plaza Sign – *Lizi Lewis*
   C. Repayment of Economic Development Access Grant – *BJ Wilson*

5. ACTION ITEM - Alley Vacation Request: Aaron Hike– *Joe Petty*

6. ADJOURN

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 **Item# 02**

Agenda Item: Water Supply Plan – Excess Volume Determination (CHA)

Summary: The Town Municipal Code (Code), section 134.1.C, states that the Town will annually determine the "anticipated excess volume" of water and sewer that is available for residential, commercial, or industrial use. The Code establishes excess volume as the "*current and projected volume required by the Town subtracted from the current permitted plant capacities.*" The Code also requires all utility extensions to include detailed information demonstrating no impact to existing users and that all construction will meet established Town standards.

This report seeks to fulfill the Code requirement for determining anticipated excess volume within the water and sewer systems. This report takes the approach that "excess volume" refers to capacity available for future development. Thus, the "excess volume" is assumed to be annual average treatment, conveyance and/or distribution capacity available to support new, permanent development.

Budget/Funding: N/A

Staff Recommendation: Information only

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 Item# 03

Agenda Item: Resolution and Energy Schedule for Tallgrass Power Purchase Agreement with American Municipal Power, Inc.

Summary: American Municipal Power, Inc. (AMP) has negotiated a power purchase agreement (PPA) with Tallgrass Energy Partners for a 16-year, 23 MW renewable baseload power supply. AMP is recommending that Front Royal participate in the Tallgrass Project (for a share of both sites) for 2 MW. With Renewable Energy Credits and Effective Installed Capacity included, the average price will be $53.60/MWh. This would provide additional baseload power and meet approximately 10% of Front Royal's annual energy needs beginning January 1, 2027.

Budget/Funding: None

Staff Recommendation: Staff recommends passing the "Resolution to Approve the Form and Authorize the Execution of 2027 Waste Heat Schedule Schedule with American Municipal Power. Inc. and Taking of Other Actions in Connection Therewith" as part of the consent agenda for the July 28th Regular Town Council Meeting.

May 2025

Front Royal Power Supply and Tallgrass Renewable PPA

As the electric grid continues to see rapid load growth, and generation supplies struggle to keep up, AMP has been exploring opportunities to provide economical, long-term power supply options for members. AMP has negotiated a power purchase agreement (PPA) with Tallgrass Energy Partners for a sixteen-year 23 MW **renewable** base load power supply. Tallgrass will capture exhaust heat from two of their existing compressor stations, located in Asheville and Philo, Ohio, used to maintain pressure on the Rockies Express natural gas pipeline. The captured heat will be used to create a steam-like vapor to spin a turbine generator and generate electricity. The power will be delivered to AMP on the AEP transmission system in PJM on a near 7x24 basis. The fixed price will provide a hedge against energy prices and PJM installed capacity charges.

AMP is recommending that Front Royal participate in the Tallgrass Project (for a share of both sites) for 2 MW. The PPA is scheduled to start on January 1, 2027. Since Tallgrass has granted AMP an exclusive opportunity to sign-up for the power through September 20, 2025, the attached Schedule and Ordinance/Resolution between AMP and Front Royal must be returned by then. At the end of the four-month subscription period, AMP will present the recommended prorated MW allocation of the Project to the AMP Board of Trustees for approval, since the Project will likely be oversubscribed.

The attached presentation provides a summary of the Tallgrass Project. Additional information on your existing power supply and how the Tallgrass power fits is included below.

If you would like more information, please call Mike Migliore at 614-540-0921 (mmigliore@amppartners.org) or Craig Kleinhenz at 614-623-7553 (ckleinhenz@amppartners.org).

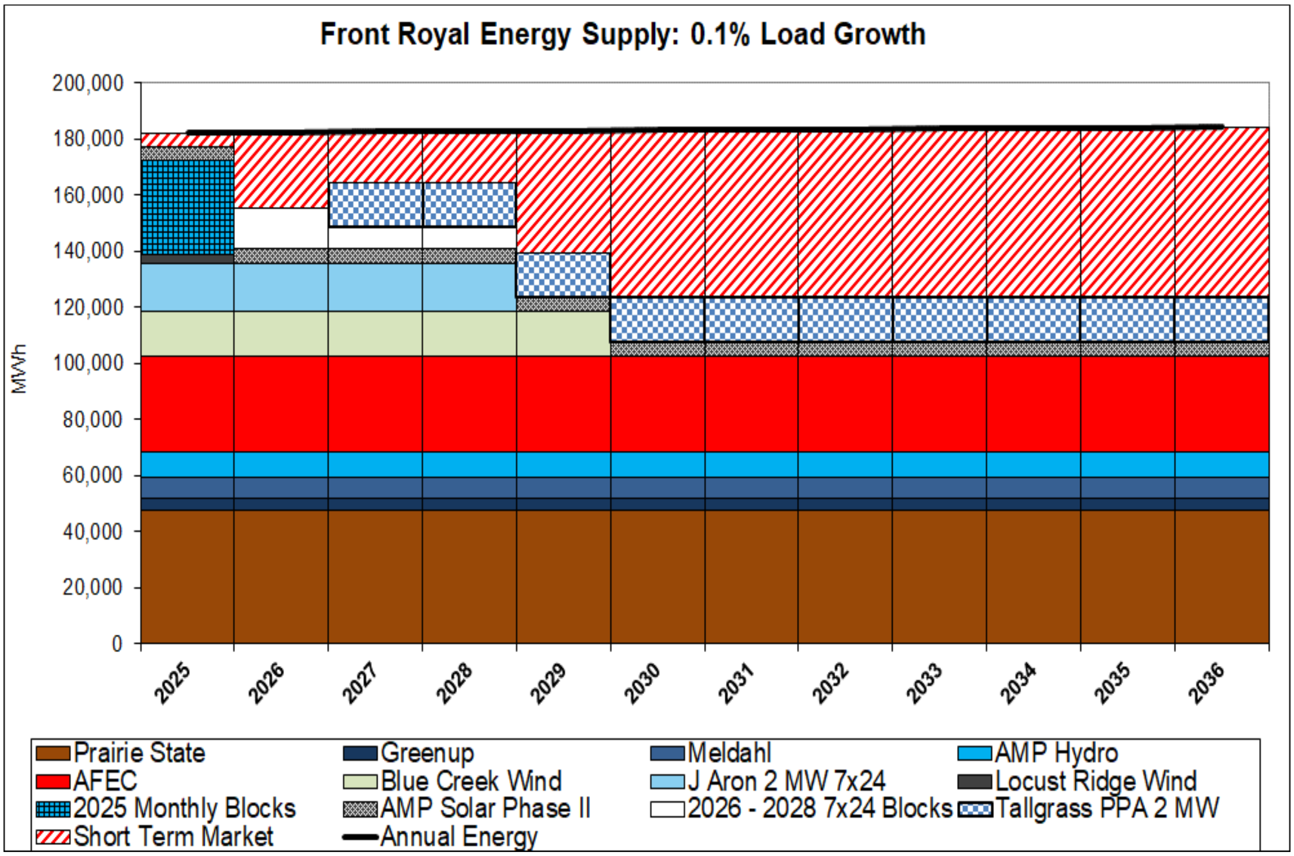
Front Royal uses approximately 180,000 MWh of energy per year. Front Royal has the following power supplies in place to meet those projected energy needs. Each resource is shown in the chart and described below. The chart also includes a recommended participation amount in the Tallgrass PPA.   Front Royal has passed a September 25, 2023 resolution, which approved a schedule for up to 5.5 MW 7x24 purchases for 2025-2028. AMP has already purchased 2 MW from J Aron under this schedule for 2025 through 2028 as well as 2025 7x24 blocks. The additional planned purchases for 2026 through 2028 under this schedule are:

1 MW 7x24 for all months for 2026

2.5 MW 7x24 for January, February and December 2026

3.5 MW 7x24 for January, February and December 2027 and 2028

These are included in the chart as well.



ENERGY SUPPLY RECOMMENDATION

AMP recommends a portfolio approach to energy supply as the best way to respond to the volatility (both up and down) that exists in the energy and capacity markets. A portfolio should be made up of three types of power supply products: Base Load, Intermediate and Peaking.

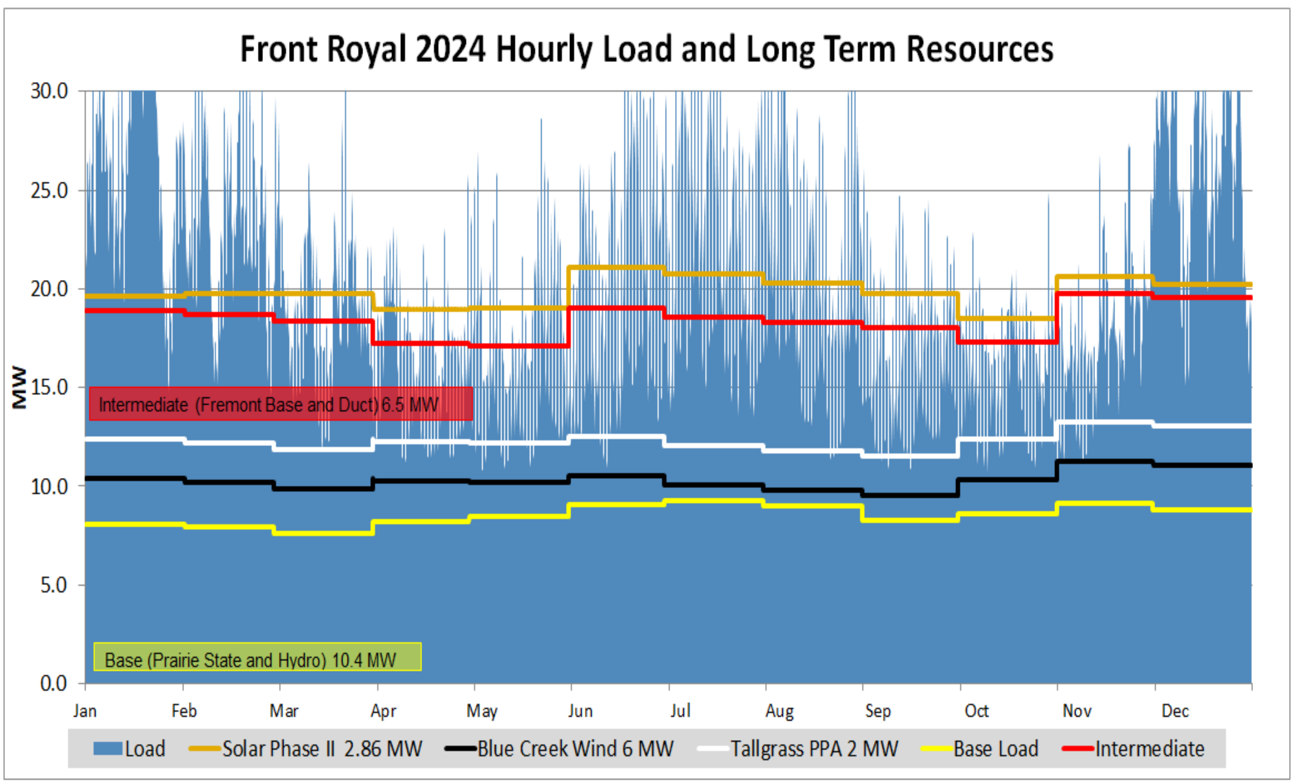
Base Load resources are power supplies that are delivered on a near round-the-clock basis. Prairie State, Hydro, Landfill and Wind facilities provide base load power. **The Tallgrass PPA will be a base load round the clock resource.**

Intermediate resources are power supplies that are typically delivered during what is known as on-peak hours. In the market, on-peak is defined as the 5x16 period (5 days a week, *Monday through Friday* and 16 hours a day, *7 am through 11 pm*). AMP's Fremont combined cycle natural gas plant is considered an intermediate resource.

Peaking resources are supplies that can be delivered over shorter periods when load exceeds the amount of base and intermediate power. AMP typically uses gas turbine, diesel assets or solar for peak power.

TALLGRASS PPA RECOMMENDATION

AMP recommends that Front Royal purchase 2 MW from the PPA. This would provide additional baseload power and would provide approximately 10% of Front Royal's annual energy needs and will start in 2027. The chart below shows the Front Royal resource portfolio and how the Tallgrass power would fit in.



DESCRIPTION OF POWER SUPPLY RESOURCES

Prairie State: Front Royal's participation level is 5.971 MW of AMP's 368 MW ownership of Prairie State. The Prairie State plant has a net rated capacity of 1,582 MW and is located in Southern Illinois in MISO. The plant began operation in 2012. Debt collection for the plant is currently scheduled to end in 2043.

Greenup Hydro Project: Front Royal's participation level is 1.045 MW of the 70.2 MW project. The Greenup Hydro project is made up of three units at the Greenup Hydro plant in PJM. The Greenup plant began operation in 1982. AMP and member participation in the project started in 2016. Debt on the project will be paid off in 2045.

Meldahl Hydro Project: Front Royal's participation level is 1.573 MW of the 105 MW project. The Meldahl Hydro project is made up of three units at the Meldahl Hydro plant in PJM. The Meldahl hydro project began operation in 2016. Debt on the project will be paid off in 2049.

AMP Hydro Project: Front Royal's participation level is 1.800 MW of the 208 MW project. The AMP Hydro project is made up of two units at the Willow Island Hydro plant in PJM (44.2 MW), three units at the Cannelton Hydro plant in MISO (87.6 MW) and three units at the Smithland Hydro plant in MISO (76.2 MW). The project began operation in 2016. Debt on the project will be paid off in 2049.

Fremont Combined Cycle Project (AFEC): Front Royal's participation level is 4.930 MW (base) and 1.570 MW (peaking) of the 675 MW project. The AMP Fremont Energy Center project consists of two gas turbines and a third steam turbine. The base portion of the plant is rated at 512 MW. An additional 163 MW of duct-firing capacity is available from the steam turbine. The Fremont project began operation in 2012. Debt on the project will be paid off in 2043.

Locust Ridge Wind Project: Front Royal's participation level is 1.600 MW of AMP's purchase of the entire output from the 100 MW project. The Locust Ridge Wind project is located in Northeast Pennsylvania. The purchase agreement with AMP will end on September 30, 2025.

Blue Creek Wind Project: Front Royal's participation level is 6.00 MW of AMP's purchase from the 304 MW project. The Blue Creek Wind Farm is located in Northwest Ohio. The purchase agreement with AMP will end on December 31, 2029.

J Aron 2025-2028 Power Purchase: Front Royal has 2.0 MW of annual 7x24 power through AMP at a fixed rate of $44.79 / MWh. The power purchase agreement runs through 12/31/2028.

AMP Solar Phase II Project: Front Royal's participation level is 2.859 MW of the 58.325 MW project. The Solar Phase II project is made up of 16 behind the meter solar sites including the site in Front Royal. 38.875 MW of the project are from tracker setups, while the remaining 19.45 MW is from fixed panels. All but the 1.305 MW site in Coldwater are located in PJM. Project power purchase agreement with DG AMP Solar will end in 2045.

TOWN OF FRONT ROYAL, VIRGINIA

2027 WASTE HEAT ENERGY SCHEDULE

AMP Contract No. 2027-011383-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 ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into Tallgrass Waste Heat Energy Power Purchase Agreements with Tallgrass Muskingum Community Power, LLC and Tallgrass Columbus Community Power, LLC (collectively, "Tallgrass") (the "Waste Heat Power Agreements") whereby AMP will purchase up to approximately 22.74 megawatts ("MW") of capacity and associated energy for a period of sixteen (16) years with an option for an additional five (5) year extended term, pursuant to the terms and conditions set forth therein; and

WHEREAS, the Waste Heat Power Agreements provide, among other things, an opportunity for the Municipality to receive from AMP capacity, energy and Environmental Attributes (as defined therein) from the waste heat electricity facilities located in Pickaway County, Ohio and Muskingum County, Ohio through this schedule to the MSA (the "2027 Waste Heat Energy Schedule").

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows.

SECTION 1 - TERM

The term of this 2027 Waste Heat Energy Schedule shall be coterminous with the Waste Heat Power Agreement as defined therein; provided, however, that Municipality may extend the term for one additional five year period (the "Extended Term") with approval from Municipality's Authorized Representative, and further provided that Municipality's obligation to purchase and AMP's obligation to deliver capacity, energy and Environmental Attributes pursuant to this 2027 Waste Heat Energy Schedule are both contingent on the performance of Tallgrass pursuant to the Waste Heat Power Agreements.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Waste Heat Power Agreements, output up to approximately 22.74 MW of capacity, associated energy in megawatt-hours ("MWh"), and the Environmental Attributes for the benefit of participating Municipalities, including Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and Environmental Attributes on a *pro rata* basis where and as available pursuant to the Waste Heat Power Agreements. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Waste Heat Power Agreements.

SECTION 3 - DELIVERY POINT

The Delivery Point for this 2027 Waste Heat Energy Schedule shall be the "Delivery Point" as defined in the Waste Heat Power Agreements, which is the point(s) where project power is delivered into AEP's transmission system at 138 kV, unless the same is modified in writing by the Parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a Secondary Delivery Point as set forth in Exhibit D.

B. Notwithstanding any other provision of this 2027 Waste Heat Energy Schedule and the MSA, Municipality shall, when available, take and pay for the Waste Heat-generated capacity, energy and Environmental Attributes.

SECTION 5 - DEPENDENCE ON WASTE HEAT POWER AGREEMENT

Municipality recognizes that AMP's ability to supply Waste Heat-generated capacity, energy and Environmental Attributes under this 2027 Waste Heat Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Waste Heat Power Agreements. Additionally, Municipality recognizes that AMP entered into the Waste Heat Power Agreements primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Waste Heat Power Agreements, has certain rights as well as certain obligations. Accordingly, Municipality agrees to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Tallgrass's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this 2027 Waste Heat Energy Schedule shall be charged at the base rates specified in the Waste Heat Power Agreements for the term of the Waste Heat Power Agreements as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM Interconnection, L.L.C. ("PJM") or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of AMP's energy control center, metering and other common costs of AMP reasonably allocable to the Waste Heat Power Agreement in the rates set forth on Exhibit A ("Rate Adjustment"). This creates a Project Energy Rate for the 2027 Waste Heat Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this 2027 Waste Heat Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of $0.00058 / kWh for Service Fee B).

D. If AMP, pursuant to the Waste Heat Power Agreement, must pay any Capacity Performance penalties received by PJM that are attributed to the Waste Heat Gas Electric Facilities (as defined in the Waste Heat Power Agreements), AMP shall pass the cost of such penalty through to Municipality and Municipality shall pay such penalty on a *pro rata* basis. Municipality's *pro rata* amount due shall be determined by multiplying the Municipality's percentage Contract Amount times the actual penalty amount for which AMP is responsible.

If AMP, pursuant to the Waste Heat Power Agreements, receives any Capacity Performance bonuses received by PJM that are attributed to the Waste Heat Gas Electric Facilities, AMP shall pass the bonus through to Municipality on a *pro rata* basis. Municipality's *pro rata* share shall be determined by multiplying the Municipality's percentage Contract Amount times the actual bonus amount received by AMP.

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from PJM.

SECTION 8 –ENVIRONMENTAL ATTRIBUTES

All Environmental Attributes available to AMP under the Waste Heat Power Agreement **will** be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the Waste Heat Power Agreements. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as "renewable," at the written direction of Municipality, AMP may directly credit or retire the Environmental Attributes upon Municipality's direction through submission of the form in Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP through the form in Exhibit C.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

TOWN OF FRONT ROYAL, VIRGINIA

BY:________________________

NAME:______________________

TITLE:______________________

DATE: ______________________

APPROVED AS TO FORM:

BY:________________________
Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY:____________________________
Jolene M. Thompson
President/CEO

DATE: ___________________________

APPROVED AS TO FORM:

BY: ____________________________
Lisa G. McAlister
SVP and General Counsel

EXHIBIT A

RATE SCHEDULE for WASTE HEAT ENERGY*

Contract Price*:

2027:	$59.50 / MWh
2028:	$60.69 / MWh
2029:	$61.90 / MWh
2030:	$63.14 / MWh
2031:	$64.40 / MWh
2032:	$65.69 / MWh
2033:	$67.00 / MWh
2034:	$68.34 / MWh
2035:	$69.71 / MWh
2036:	$71/10 / MWh
2037:	$72.53 / MWh
2038:	$73.98 / MWh
2039:	$75.46 / MWh
2040:	$76.96 / MWh
2041:	$78.50 / MWh
2042:	$79.99 / MWh

*Reflects only those amounts that AMP will pay to Tallgrass. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B

Capacity Schedule

	kW	%
Amount Of Total Capacity Under Waste Heat Agreements	22,740	100%
Contract Amount Of Municipality's Capacity	XXXX	XX%

EXHIBIT C

Environmental Attributes

Form is needed to be completed in the event of a change in the Municipality's election. In the event that a form is not submitted, then AMP will sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

For the years 2027 through 2042 plus any Extended Term, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Waste Heat Power Agreement:

________ For the period ___________________________ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS account.

______ For the period ___________________________ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

TOWN OF FRONT ROYAL, VIRGINIA

SIGNED BY:_____________________

DATE:__________________________

EXHIBIT D

SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT E

EXAMPLE 2027 WASTE HEAT SCHEDULE RATE CALCULATION

2027 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = $59.50 / MWh

PJM Operating Reserves = $0.10 / MWh (estimated)

AMP Energy Control Center charge = $0.65 / MWh (estimated)

Sale of RECs = ($3.00 / MWh) (estimated)

PJM Installed Capacity credit = ($11.80 / MWh) (estimated)

Final Project Energy Rate (example) - $45.45 / MWh

Service Fee B = $0.58 / MWh

Pertaining to AMP Contract No. 2027-011383-SCHED

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. ___________________________

TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF 2027 WASTE HEAT ENERGY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH

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 customers; 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 a 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, or whose members 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 (the "MSA"), which contemplates that Municipality may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical wind-generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for the same by acquiring interests through a purchased power agreement (PPA) in certain wind energy facilities; and

WHEREAS, in furtherance of this purpose, AMP has entered into purchase power agreements ("Waste Heat Power Agreements") with Tallgrass Muskingum Community Power, LLC and Tallgrass Columbus Community Power, LLC, ("Tallgrass") under the terms of which AMP will purchase and Developer will supply and sell up to 22.74 MWac of capacity and associated energy and environmental attributes from the Waste Heat Energy generation projects located in PJM footprint; and

WHEREAS, it is necessary and desirable for Municipality to enter into a schedule to the MSA to provide for an additional source of capacity, energy and environmental attributes; and

WHEREAS, through approval and execution of the 2027 Waste Heat Energy Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the Waste Heat Power Agreements; and

WHEREAS, prior to the adoption of this Resolution AMP has (i) informed Municipality of the terms of the 2027 Waste Heat Energy Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Waste Heat Power Agreements; and (iii) offered representatives of 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 2027 Waste Heat Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the Waste Heat Power Agreements and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Waste Heat Power Agreements that AMP can pass through to Municipality ("Prepay Agreement") subject to the additional requirements set forth in the 2027 Waste Heat Energy Schedule.

WHEREAS, after due consideration, 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 Developer upon the terms and conditions set forth in the Waste Heat Power Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF FRONT ROYAL, VIRGINIA:

SECTION 1. That the 2027 Waste Heat Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the 2027 Waste Heat Energy Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the 2027 Waste Heat Energy Schedule to be conclusive evidence of such approval. For purposes of this Resolution, Municipality's Authorized Representative is the Town Manager.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the 2027 Waste Heat Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 2 MW, without bid; and (ii) authorize Municipality to extend the term of the 2027 Waste Heat Energy Schedule for an extended five year period; and (iii) elect whether Environmental Attributes will be credited to Municipality's PJM GATS account or sold with the proceeds returned to Municipality; and, (iv) make any determinations and approvals required thereunder, if any, as the Authorized Representative 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 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.

(Please contact AMP's General Counsel to discuss any changes to this draft.)

4882-3687-7711, v. 1

APPROVED:

____
Lori A. Cockrell, 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 ______________________________, 2025 upon the following recorded vote:

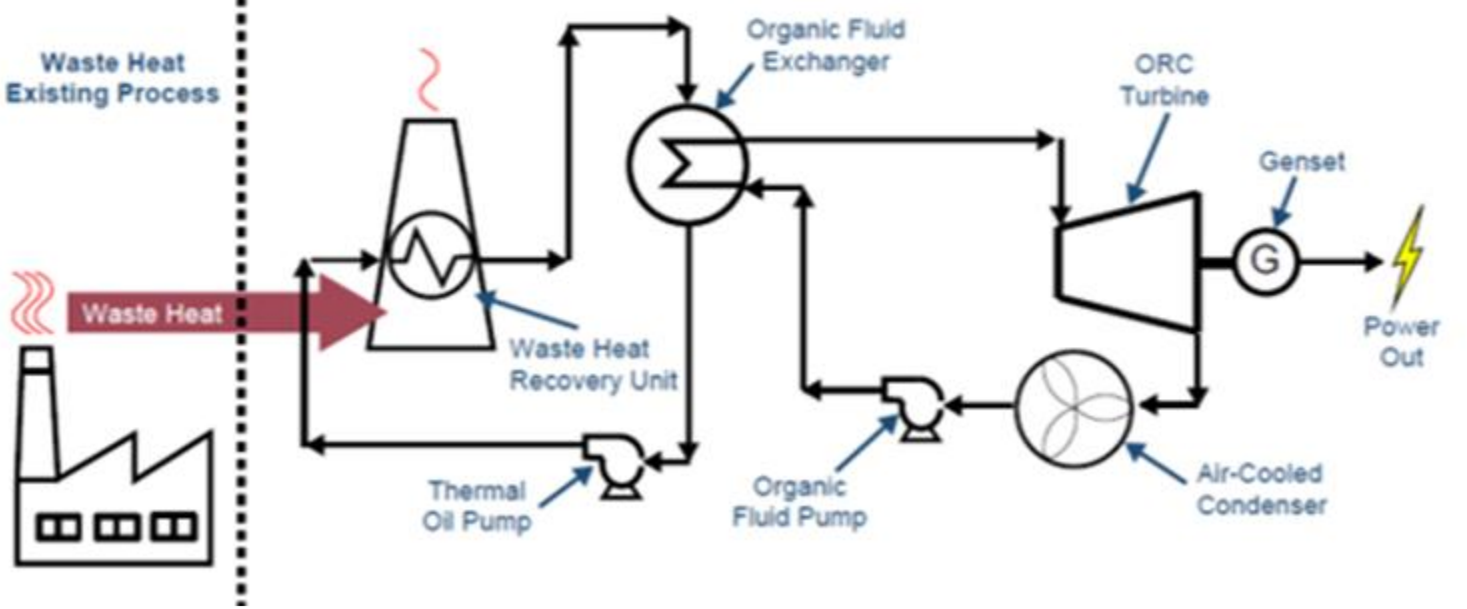
R. Wayne Sealock	__Yes __No	H. Bruce Rappaport	__Yes __No
Joshua L. Ingram	__Yes __No	Melissa DeDomenico-Payne	__Yes __No
Amber F. Veitenthal	__Yes __No	Glenn A. Wood	__Yes __No

****
Approved as to Form and Legality:

____
George M. Sonnett, Jr., Town Attorney   Dated: ______________________________

AMP Waste Heat Recovery Power Purchase Agreement (PPA)

June 2025



AMP PUBLIC POWER PARTNERS

This presentation contains Business Confidential Information. Do Not Distribute as Public Information.

Waste Heat to Power Overview

- Tallgrass, owner of the Rockies Express Pipeline (REX) is developing power projects that convert waste heat at REX compressor stations to baseload, emissions free power.
- The projects utilize a process similar to a combined cycle plant, which is a proven technology to utilize otherwise waste heat into useful electric energy

Waste Heat to Power PPAs

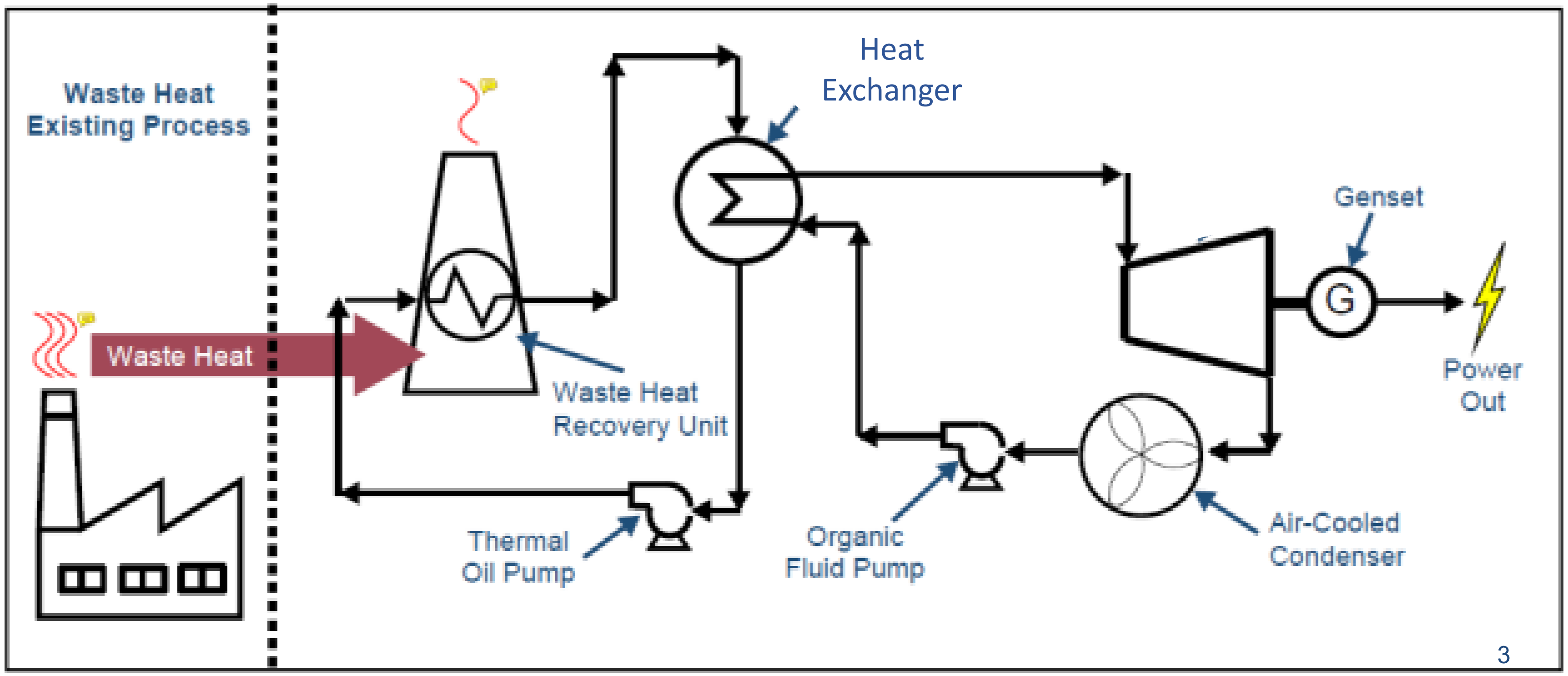
- Tallgrass offering two waste heat to power projects in Ohio [Chandlersville/Philo (Muskingum County) and Ashville/Columbus (Pickaway County)], totaling 22.74 MW.

- 16-year term from January 2027 through 2042.

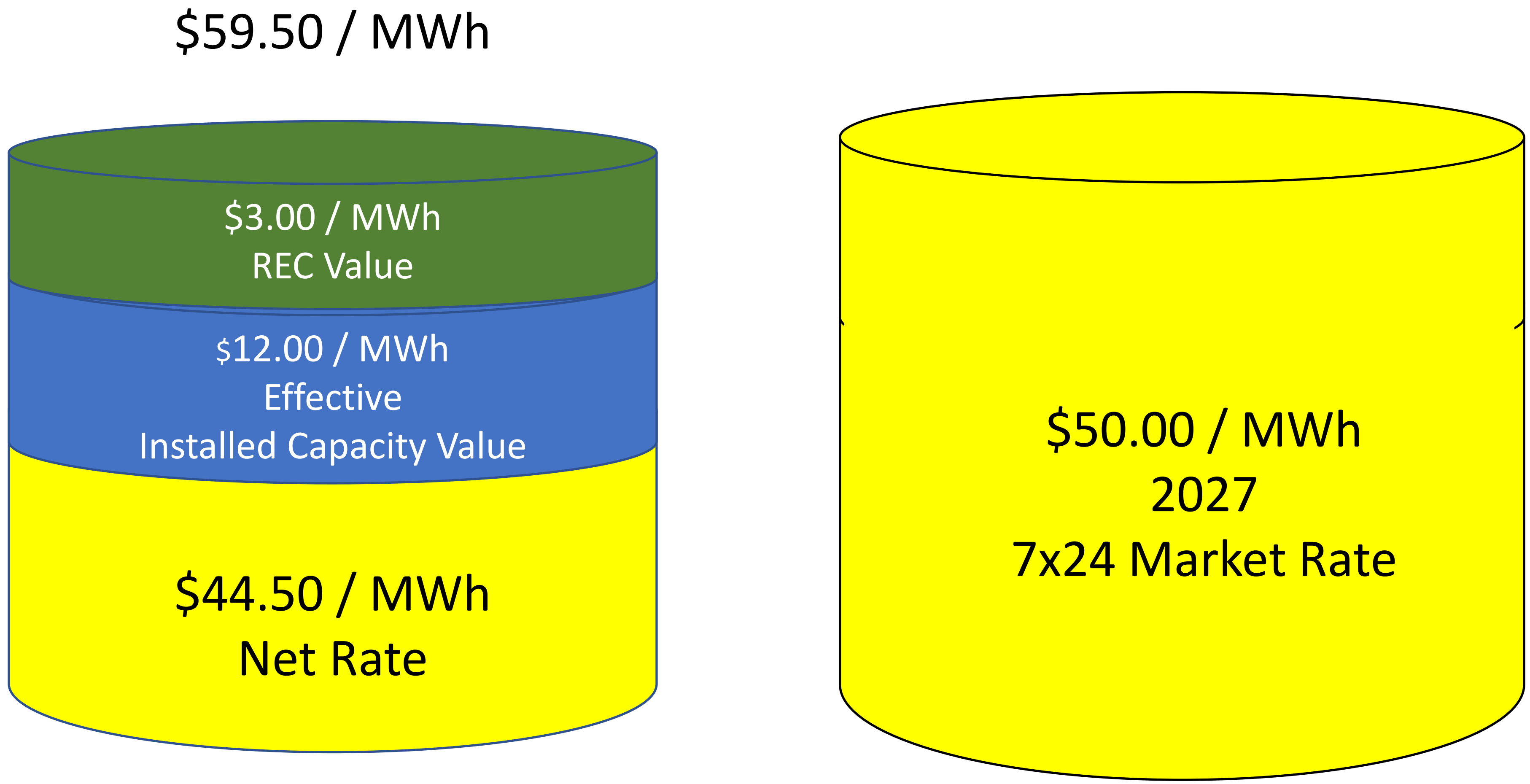
- PPA similar to other Wind, Landfill and Solar PPAs. AMP will not own the facility. We will only pay supplier for energy produced.

- 2027 price of $59.50/MWh.
- (Escalating 2% annually)

- Price includes: Energy
- PJM Installed Capacity
- Environmental Attributes
    - (RECs / carbon offsets)

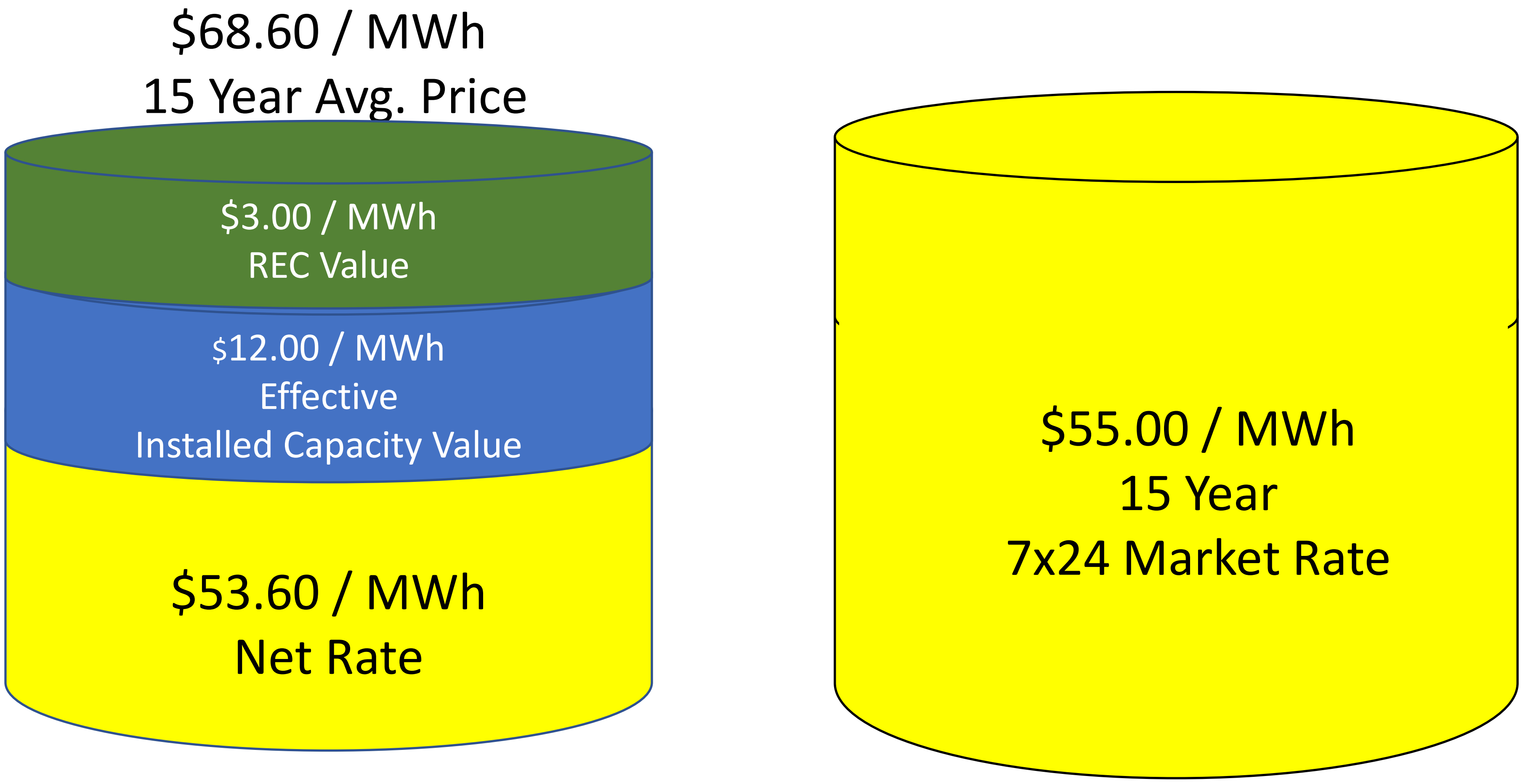


2027 Net Cost of TallGrass Energy



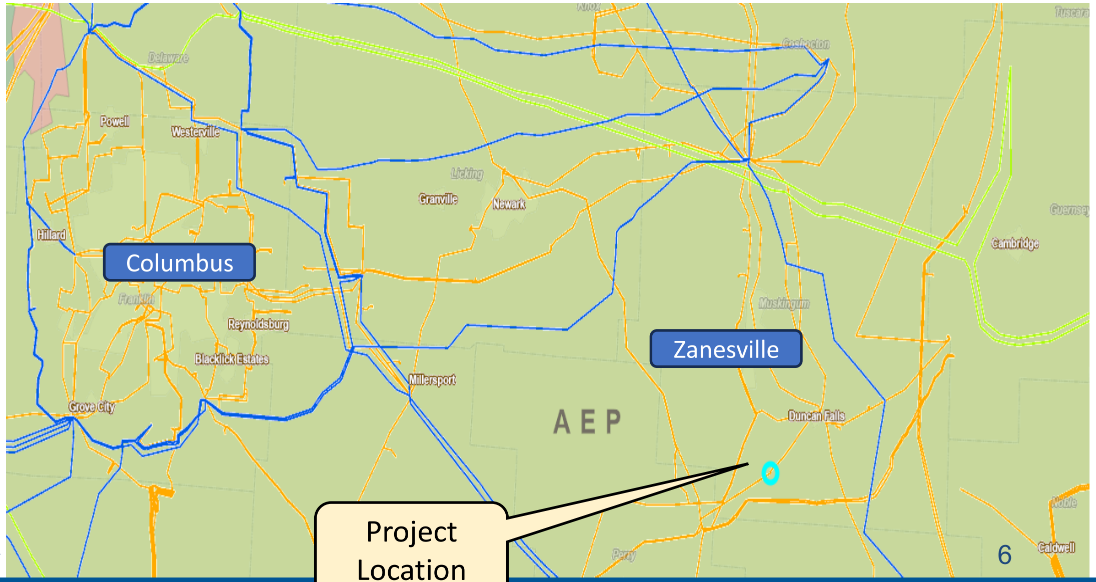
15 Year Avg. Net Cost of TallGrass Energy

AMP
PUBLIC POWER PARTNERS



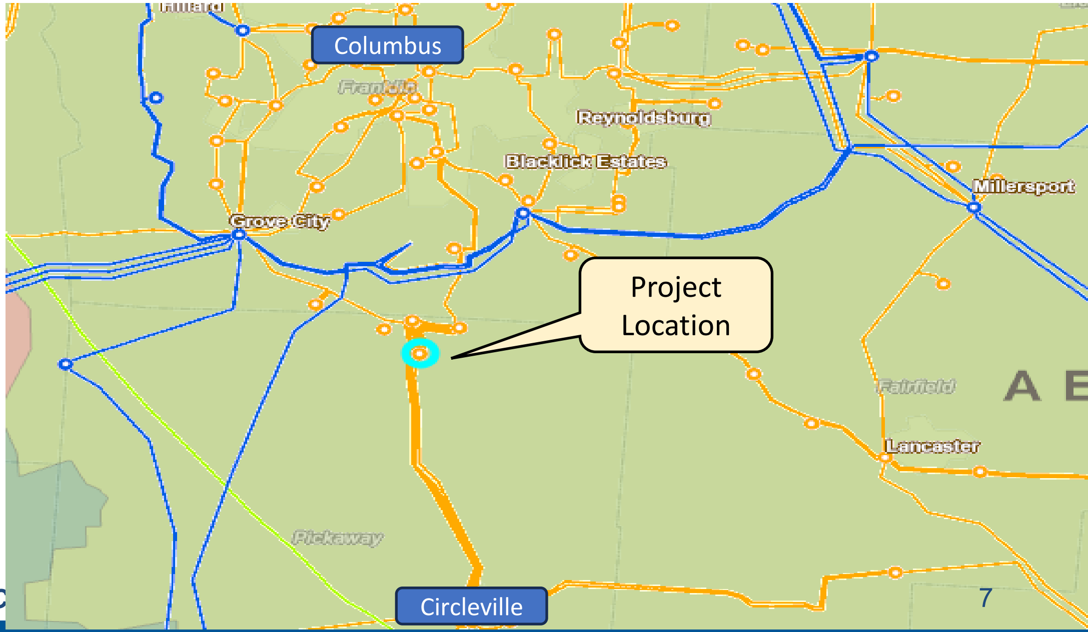
Chandlersville Community Power

- 9.84 MW Waste Heat to Power
- Located in Muskingum County, Ohio
- Connected to Guernsey-Muskinkgum 12kV distribution with wheeling agreement to deliver to AMP at PJM interface (AEP 138kV – Cannelville Station)
- Tallgrass delivers to PJM interface
    - Historical congestion to A/D Hub has been slightly negative.
- Expected annual energy of 82,000 MWh



Columbus Community Power

- 12.9 MW Waste Heat to Power
- Located in Pickaway County, Ohio
- Connected to South Central Power 69kV distribution with wheeling agreement to deliver to AMP PJM interface (AEP 138kV – Lockbourne Station)
- Tallgrass delivers to PJM interface
  - Historical congestion to A/D Hub has been approximately -$0.50 / MWh.
- Expected annual energy of 105,000 MWh

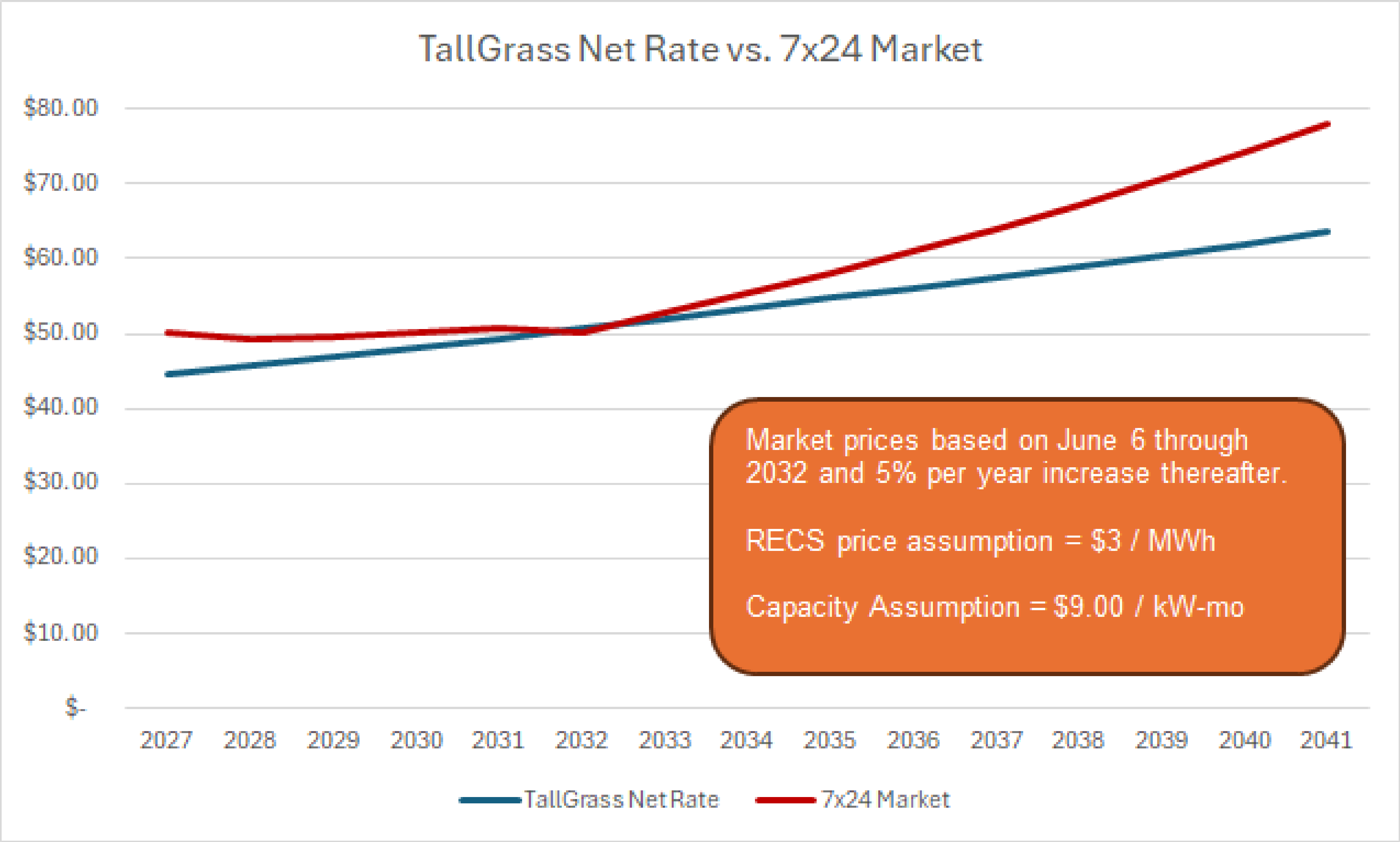


PJM Installed Capacity

- Assumed \$9.00 / kW-mo or \$9,000 / MW per month
  - \$108,000 per 1 MW per year

- PJM effective load carrying capability (ELCC) expected at 91%
  - \$98,681 per each MW per year

- Effective Capacity Value
  - \$98,681 x 22.74 MW = \$2,244,000 per year
  - Divided by 187,000 MWh
  - = \$12 / MWh


TallGrass Net Rate vs. 7x24 Market
$80.00
$70.00
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$-
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
TallGrass Net Rate
7x24 Market
Market prices based on June 6 through 2032 and 5% per year increase thereafter.
RECS price assumption = $3 / MWh
Capacity Assumption = $9.00 / kW-mo

TALLGRASS COLUMBUS COMMUNITY POWER, LLC
POWER PURCHASE AGREEMENT

This Power Purchase Agreement, with an effective date of May 22, 2025, is between, Tallgrass Columbus Community Power, LLC ("Seller"), a Delaware limited liability company, and American Municipal Power, Inc. ("Buyer"), an Ohio nonprofit corporation (each, a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS, Seller is engaged in the development, operation and sale of electric energy produced by a waste heat to power electric generation facility;

WHEREAS, Buyer is a non-profit corporation organized and existing under the laws of the State of Ohio and owns and operates facilities or otherwise arranges for the generation and transmission of electric capacity and energy, and furnishes power supply and other related services on a cooperative nonprofit basis for the mutual benefit of its Members as defined herein; and

WHEREAS, The Parties desire to establish terms and conditions upon which Seller has agreed to sell and supply and Buyer has agreed to buy and take delivery of, the electric energy, capacity and the Environmental Attributes (as defined below) produced by the waste heat to power facility located at the 1472 Ett Noecker Road, Ashville, OH 43103.

NOW THEREFORE, Seller and Buyer agree:

ARTICLE 1
DEFINITIONS

1.1. **Agreement** means this Tallgrass Columbus Community Power, LLC Power Purchase Agreement.
1.2. **Business Day** means any day other than Saturday, Sunday or a day on which the Federal Reserve Bank is authorized or required to be closed.
1.3. **Buyer Condition Precedent** shall have the meaning set forth in Article 5.1.
1.4. **Capacity** means 12.9 MW.
1.5. **Capacity Credits** means the capacity attributes of the Facility in connection with PJM (or PJM's successor).
1.6. **Commercial Operation Date** means the date, if such date should occur, that (i) Seller has obtained all governmental approvals and permits for the commercial operation of the Facility, (ii) the interconnection facilities necessary to allow Seller to deliver the Electric Energy to the Delivery Point have been placed into service, and (iii) the Facility has been placed into service.
1.7. **Contract Price** means the price at which Seller agrees to sell and Buyer agrees to buy Electric Energy, Capacity and Environmental Attributes pursuant to this Agreement, as specified on Exhibit A of this Agreement.
1.8. **Credit Support** means cash or the reasonable equivalent to cash, a surety bond, or a letter of credit from a bank reasonably acceptable to the Party receiving the Credit Support.
1.9. **Delivery Point** means the point where the distribution system wheeling the Facility's Products interconnects with the transmission system of PJM. Energy shall be delivered by Seller to Buyer at the PJM LMP Node listed in Exhibit B.

1.10. **Effective Date** means May 22, 2025.

1.11. **Electric Energy** means the electric energy expressed in MWhs (or kWhs) of the character that passes through transformers and transmission wires where it eventually becomes alternating current, sixty (60) hertz electric energy delivered at nominal voltage.

1.12. **Environmental Attributes** means environmental characteristics that are attributable to the Electric Energy produced by the Facility, including: environmental attributes, or credits; credits towards achieving local, national or international renewable portfolio standards; green tags; renewable energy credits; greenhouse gas or emissions reductions, credits, offsets, allowances or benefits; actual SO2, NOx, CO2, CO, Carbon, VOC, PM_{10}, mercury, and other emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Electric Energy from the Facility. Such Environmental Attributes shall be expressed in megawatt hours (MWh) or, as applicable in the case of emissions credits, in tonne equivalent or other allowance measurement. Environmental Attributes do not include Tax Benefits or Electric Energy. As used herein, "Environmental Attributes" shall mean all Environmental Attributes, if any, existing as of the Effective Date or in the future during the term of this Agreement pursuant to any applicable law, regulation, voluntary regime, or otherwise, and that may be conveyed, and measured, verified or calculated, resulting from the Electric Energy generated by the Facility.

1.13. **Extended Term** shall have the meaning set forth in Article 3.1.

1.14. **Facility** means the waste heat to power project located at 1472 Ett Noecker Road, Ashville, Ohio.

1.15. **Force Majeure** means an earthquake, storm, lightning, flood, tsunami, backwater caused by flood, fire, explosion, act of the public enemy, epidemic, interruption of firm transmission or distribution system services relied upon and without a reasonable source of substitution to make deliveries hereunder, acts of God, war, riot, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, the denial, suspension, expiration or termination or delay in obtaining any permit required in order to construct or operate the Facility, or any related site, the adoption of any change in any federal, state or local law, permit, license or approval applicable to the Facility or any related site, or the imposition of any material conditions on the issuance or renewal of any permit, license or approval that materially adversely affects the operation of the Facility or other similar causes beyond the control of the Party affected which causes such Party could not have avoided by exercise of due diligence and reasonable care. Nothing contained herein shall be construed to require a Party to settle any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved or to take an appeal from any judicial, regulatory or administrative action.

1.16. **GCOD** is defined in Article 3.2.

1.17. **GCOD Damage Cap** means two million dollars ($2,000,000).

1.18. **Interest Rate** means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which it is published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

1.19. **Initial Term** shall have the meaning set forth in Article 3.1.

1.20. **Investment Grade** means a rating by Moody's at or above Baa3, a rating by S&P at or above BBB-, or a rating by Fitch at or above BB-.

1.21. **Maximum Contract Quantity** shall be12,900 kW.

1.22. **Member(s)** means any of the municipal utilities that are Buyer's members and that purchase wholesale energy from Buyer.

1.23. **Metering Equipment** shall have the meaning set forth in Article 6.1 hereof.

1.24. **PJM** means PJM Interconnection LLC, a regional transmission organization.

1.25. **Products** means the Electric Energy, Capacity, ancillary services, and Environmental Attributes.
1.26. **Protective Equipment** shall have the meaning set forth in Article 8.2 hereof.
1.27. **Prudent Industry Practice** means any of the practices, methods and acts engaged in or approved by, with respect to Buyer, a significant portion of the electric utility industry and, with respect to Seller, a significant portion of the developers and operators of renewable energy generating facilities, during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Industry Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
1.28. **Replacement Energy** means Electric Energy in an amount not to exceed the Capacity in one hour.
1.29. **Seller Conditions Precedent** shall have the meaning set forth in Article 5.1.
1.30. **Seller Credit Entity** means Tallgrass Energy Partners, LP.
1.31. **Tax Benefits** means credits against income or other taxes based on the tax basis in any portion of the Facility or energy production from any portion of the Facility, as well as any other tax benefits or other similar financial incentives, whether federal, state or otherwise, resulting from construction, ownership, operation, maintenance or other use of the Facility, including the Investment Tax Credit, Production Tax Credit, the Clean Electricity Production Credit set forth in 26 USC § 45Y and similar tax credits, depreciation deductions, and grants similar to those provided in Section 1603 of the American Recovery and Reinvestment Act of 2009.
1.32. **Term** shall have the meaning set forth in Article 3.1.

ARTICLE 2
TRANSMISSION SERVICE AND COSTS, CHARGES AND EXPENSES

2.1. **Dependence on Member Agreements.**

(a) The Parties acknowledge and agree that Buyer intends to resell the Electric Energy purchased pursuant to this Agreement to its Members under similar terms and conditions, provided, however, Buyer will not assign this Agreement to its Members.

(b) Nothing in this Agreement shall create any obligation for Seller to develop and construct any Facility or to sell any minimum quantity of Electric Energy or Environmental Attributes to Buyer hereunder.

2.2. **Transmission Service.** Seller shall be responsible for making arrangements for transmitting the Electric Energy to the Delivery Point, and Buyer shall be responsible for making arrangements to accept the Electric Energy at the Delivery Point and to transmit the Electric Energy from the Delivery Point to the location of any subsequent use of the Electric Energy after the Delivery Point.

2.3. **Costs, Charges and Expenses.** Seller shall be responsible for any and all costs, charges and expenses including any taxes or fees imposed on, or associated with, the delivery of the Electric Energy and transmission and/or distribution service up to and including the Delivery Point. Buyer shall be responsible for any and all costs, charges, and expenses imposed on, or associated with, the Electric Energy and transmission service from and after the Delivery Point.

ARTICLE 3
TERM

3.1. **Term.** The term of this Agreement shall commence on the Effective Date and continue through December 31, 2042 (the "Initial Term"). Buyer shall have the right to extend the Initial Term by one additional five (5) year period (the "Extended Term" and together with the Initial Term the "Term") by giving Seller notice in writing not less than three hundred sixty-five (365) days before the end of the Initial Term.

3.2. **Guaranteed Commercial Operation Date**. If the Commercial Operation Date does not occur prior to June 2, 2028, as such date may be extended pursuant to this Section 3.2, (the GCOD"), Buyer or Seller shall have the right to terminate this Agreement. Upon termination pursuant to this Section 3.2, each Party shall be relieved of any further obligations hereunder and neither Party shall have any liability to the other except as set forth in Section 9.3. The GCOD shall be extended on a day for day basis in the event (i) of Force Majeure, (ii) of an extension, pursuant to Section 5.1, of the timeframe to satisfy or waive the Condition Precedent, (iii) of a delay caused by supply chain delays or labor shortages, but only to the extent not caused by Seller's fault or failure to exercise reasonable diligence, and (iv) the Wholesale Market Participant Agreement between Seller and PJM is not executed, but only to the extent not caused by Seller's fault or failure to exercise reasonable diligence.

ARTICLE 4
SCHEDULING

4.1 **Energy Scheduling.**

(a) Buyer shall be responsible for scheduling of the Electric Energy into PJM, provided that Seller will be required to use commercially reasonable efforts to provide to Buyer a projected hourly output schedule for all Electric Energy to be made available at the Delivery Point for the next day by 10:00 am EPT each day, or such greater advance notice as reasonably required by the applicable RTO system operator. The forecast of expected Electric Energy deliveries shall be made by Seller in good faith and based on information available to it at such time, but in no event shall such forecast be binding on Seller nor shall Seller be liable for any inaccuracies in such forecast.

In no event shall Buyer have any liability for any inaccuracies, omissions, or failures to identify and report required outage information.

(b) Seller must take commercially reasonable efforts to schedule planned maintenance outages in order to minimize the likelihood that outages occur during PJM peak load periods or PJM Performance Assessment Hours (as defined in the PJM open access transmission tariff). Seller must cooperate with Buyer by providing Buyer projected maintenance outage schedules as plans are developed.

(c) Seller must provide Buyer at least 30 days' notice before decommissioning the Facility. Seller is solely responsible for payment of any PJM penalties as a result of (i) Seller's decommissioning of the Facility without 30 days' notice, or (ii) such other reckless, willful or wanton actions that interrupt the generation of Electric Energy, where such removal or actions are not consistent with Prudent Industry Practice.

ARTICLE 5
PURCHASE AND SALE AND CREDIT

5.1 **Conditions Precedent.** The obligations and agreements of Buyer in this Agreement are subject to Buyer entering into binding agreements with one or more of its Members to purchase the Electric Energy from Buyer, as set forth in Article 2.1 (the "Buyer Condition Precedent"). The obligations and agreements of Seller in this Agreement are subject to: (i) Seller finalizing definitive agreements for the design, engineering, construction and procurement of equipment necessary for the Facility and (ii) Seller obtaining all Board of Director and/or management approval(s) that Seller deems necessary, in its sole discretion, to fulfill its obligations under this Agreement (the "Seller Conditions Precedent"). If Buyer has not satisfied or waived the Buyer Condition Precedent or Seller has not satisfied or waived the Seller Conditions Precedent within one hundred twenty (120) days from the Effective Date, or such longer period of time as the Parties mutual agree to, Seller or Buyer may terminate this Agreement. Upon termination of this Agreement pursuant to this Section 5.1, each Party shall be relieved of any further obligations hereunder.

5.2 **Obligation to Purchase and Sell.** Buyer shall purchase from Seller and pay for, and Seller shall sell to Buyer, all of the Electric Energy, Capacity and Environmental Attributes generated by the Facility and delivered to the Delivery Point, up to the Maximum Contract Quantity, in accordance with this Agreement at the Contract Price specified in Exhibit A. The Parties acknowledge that the Facility is an intermittent resource and will not produce any guaranteed minimum level of Electric Energy.

5.3 **Excess Energy Purchase.** For any Electrical Energy delivered to the Delivery Point in any hour in excess of Maximum Contract Quantity, Buyer will pay Seller a price per MWh in accordance with this Agreement at the Excess Energy Rates specified in Exhibit A.

5.4 **Environmental Attributes.** Seller shall submit an application to register the Facility as a renewable energy generating resource in Ohio; provided, however, if the application is not accepted this Agreement shall remain in full force and effect, and the Parties shall work together to agree to a mutually acceptable alternative to the Ohio renewable energy credit program. Seller shall deliver to Buyer clear and unencumbered title to one hundred percent (100%) of the Environmental Attributes produced by Facility during the Term. The Parties shall timely prepare and execute all documents and shall take all reasonable actions necessary to cause the Environmental Attributes to be delivered in accordance with this Agreement and to vest in the Parties as set out in this Agreement without further compensation, including signing attestation or verification forms reasonably required in order to use, transfer, sell or deal with Environmental Attributes. Seller shall deliver the Environmental Attributes to Buyer by transferring the Environmental Attributes to a PJM-EIS tracking account established and designated by Buyer. If in the future there is a major change in Environmental Attributes (like a change in the RIN markets) both parties would negotiate in good faith an amendment to the contract.

5.5 **Installed Capacity.** Buyer will have the rights to any PJM, (or PJM's successor's), Capacity Credits available in connection with the Capacity during the Term. In the event of retirement of the Facility prior to the completion of the Term, Seller is responsible for the bookout of Buyer's capacity position.

5.6 **PJM Ancillary Services.** Buyer's purchase of Products shall entitle Buyer to any and all value and benefits attributable to or associated with such purchase under the PJM Agreements, including any credits or reductions in charges or obligations for capacity, energy, transmission, ancillary services, operating reserves or other services, that result from or that are attributable to Buyer's receipt of Products into its system.

5.7 **Credit**. In the event Buyer's credit rating decreases below Investment Grade after the Effective Date, Buyer shall provide Seller with Credit Support in an amount equal to six (6) months *multiplied by* the Contract Rate *multiplied by* eight thousand nine hundred MWh per month. In the event the Seller Credit Entity's credit rating is below Investment Grade at the Commercial Operation Date, Seller shall provide Buyer with Credit Support in an amount equal to six (6) months *multiplied by* the Contract Rate *multiplied by* eight thousand nine hundred MWh per month.

ARTICLE 6
METERING EQUIPMENT

6.1 **Metering Equipment.** Seller shall supply, install and maintain metering equipment ("Metering Equipment") suitable for metering the Electric Energy, pursuant to IEEE 1547 guidelines, at or as near as practical to the Facility. Acceptable meter shall be an ION 8600 manufactured by PML, SEL-735, or such other equipment as the Parties may agree from time to time. Seller shall provide Buyer the reasonable opportunity to be present at any time when such metering equipment is to be inspected, tested or adjusted.

Such Metering Equipment shall have a network interface for real time use by Buyer. Seller will install on the Metering Equipment Buyer provided custom programming and configuration. Seller shall be responsible for the maintenance of dedicated communication facilities. Seller shall be responsible for any fees paid for telephone or network access services required to provide Buyer a real time network interface.

6.2 **Buyer's Meters.** Buyer may install at its own cost, its metering equipment at or as near as practical to the Facility, provided that it does so in a manner that its metering equipment does not and will not interfere with the Metering Equipment.

6.3 **Electric Energy Supplied.** The quantity of Electric Energy to be paid for by Buyer will be equal to the quantity of Electric Energy received by Buyer at the Delivery Point measured by the Metering Equipment. If Metering Equipment is measured and found not to be accurate within the 2% tolerance, the Electric Energy to be paid for by Buyer will be measured or determined by (i) other metering equipment if such metering equipment has been proven accurate within two (2) percent; or (ii) if such other metering equipment has not been proven accurate beyond the tolerance referred to above when tested by Seller, or if Buyer has not installed meters, then the amount will be determine by negotiation between Buyer and Seller taking into account the Capacity of the Facility and the level of Electric Energy from the Facility in recent billing periods or other reasonable estimation techniques.

ARTICLE 7
PRICE, BILLING AND PAYMENTS AND RECORDS

7.1 **Price.** Buyer shall pay Seller for all Electric Energy, Capacity and Environmental Attributes received at the Delivery Point pursuant to this Agreement at the Contract Rate set out in Exhibit A, Rate Schedule, which is attached hereto and incorporated into this Agreement by reference.

7.2 **Billing.** Unless otherwise agreed upon, the billing period for all purchases of Electric Energy under this Agreement shall be the calendar month. Seller shall cause to be prepared and transmitted to Buyer, an invoice showing the delivery to the Delivery Point of such Electric Energy during such billing period in such detail as may be needed for settlement under this Agreement.

7.3 **Payments.**

All invoices under this Agreement shall be due and payable in accordance with the Party's invoice instructions by the later of the twentieth (20th) Day of each month, or the tenth (10th) Day after receipt of the invoice. If such day is not a Business Day, the Party shall make such payment on the next succeeding Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date but excluding the date the delinquent amount is paid in full.

7.4 **Billing Disputes.** If either Party, in good faith, disputes an invoice, such Party shall, within the earlier of (i) the date payment is made in any amount less than the invoiced amount as a result of the paying Party disputing all or a portion of the invoiced amount and (ii) twelve (12) months after the receipt of the invoice, provide to the other Party a written explanation of the basis for the dispute, provided that payment of the undisputed portion of any such invoice shall be paid no later than the due date. To the extent any disputed amount is later determined to be properly due and payable, it will be paid within ten (10) days of such determination, together with interest accrued at the Interest Rate from the due date to the date payment is made, if made within ten (10) days of such determination, and if not paid within ten (10) days of such determination, together with interest accrued after such ten (10) day period to the date payment is made at the Interest Rate. To the extent credits are due to Buyer, interest at the Interest Rate calculated from the date of payment to the date of the credit shall be added to such credit.

7.5 **Records.** The Parties shall keep such records as may be needed to verify the accuracy of any statement, charge, or computation made or otherwise affecting this Agreement. The originals of all such records shall be retained by the Parties for a minimum of three years from the date of the receipt of the last affected invoice, and copies shall be delivered to the other Party to this Agreement upon request.

ARTICLE 8
RELATIVE RESPONSIBILITIES; FORCE MAJEURE

8.1 **Relative Responsibilities.** Buyer assumes all responsibility for receipt and delivery of Electric Energy on the applicable system(s) from the Delivery Point. Seller assumes all responsibility for delivery of Electric Energy on the applicable system(s) to the Delivery Point. Neither Party assumes responsibility with respect to the construction, installation, maintenance or operation of the systems of the other Party in whole or in part. Neither Buyer nor Seller shall, in any event, be liable to the other for damage or injury to any person or property, whatsoever, arising, accruing or resulting from, in any manner, the receiving, transmission, control, use, application or distribution by the other Party of such Electric Energy except to the limited extent provided for in Article 9.2. Each Party shall use reasonable efforts to maintain its facilities in such condition as required by Prudent Industry Practice and shall take reasonable steps and precautions for maintaining the services agreed to be provided and received under this Agreement.

8.2 **Protective Equipment.** Each Party shall ensure that all of its facilities required for the purposes of this Agreement are protected by such devices and apparatus as would be installed in accordance with Prudent Industry Practices to prevent any personal injury or damage to property, to ensure the safety of such facilities and to prevent interruptions to services under this Agreement. Neither Party shall be liable to the other Party for any personal injury or damage to property which would have been prevented but for the failure of that other Party to install, operate and maintain its Protective Equipment in accordance with Prudent Industry Practices. Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party in any circumstances, for any loss caused by or arising out of power surges, frequency or voltage variations, current imbalances, non-supply of Electric Energy, or the installation, operation or maintenance of the Facility.

8.3 **Force Majeure.**
(a) The obligations of either Party rendered unable to fulfill any of its obligations under this Agreement (other than to make payments due) by reason of Force Majeure, insofar as such obligations are affected by such Force Majeure, shall be suspended during the continuance thereof but no longer. The Party invoking the Force Majeure shall specifically state the full particulars of the Force Majeure and the time and date when the Force Majeure occurred. Notices given by telephone under this provision shall be confirmed in writing as soon as reasonably possible. Each Party shall use commercially reasonable efforts to provide the other Party with reasonable notice in the event of suspension of service and promptly shall take such action necessary to remove the Force Majeure and recommence service. When the Force Majeure ceases, the Party relying thereon shall promptly give notice thereof to the other Party.

(b) In the event that Buyer is unable to receive the Electric Energy at the Delivery Point due to Force Majeure, Seller shall be entitled to sell all or any portion of such Electric Energy to an entity other than Buyer for the duration of such Force Majeure; provided, however, that Seller must resume delivery of Electric Energy to Buyer within a reasonable period following its receipt from Buyer of notice that the Force Majeure affecting its performance has ended and Buyer is able to resume receipt of the Electric Energy.

ARTICLE 9
DEFAULT AND TERMINATION OF AGREEMENT

9.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

(a) A Party fails to make when due any payment required under this Agreement (other than payments disputed in good faith) and such failure is not cured within ten (10) days after receipt of notice from the other Party of such failure;

(b) A Party fails to perform any material covenant or obligation set forth in this Agreement, other than the obligation to make a payment when due, if such failure is not cured within thirty (30) days after notice of the failure, which notice sets forth in reasonable detail the nature of the failure; provided however, if the failure is not reasonably capable of being cured within the thirty (30) day cure period specified above, the party will have such additional time as is reasonably necessary to cure the failure (but in no event longer than one hundred eighty (180) days), so long as the party promptly commences and diligently pursues the cure;

(c) A Party:

(i) makes an assignment for the benefit of its creditors;

(ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for sixty (60) days after such filing;

(iii) becomes insolvent; or

(iv) is unable to pay its debts when due.

9.2 **Remedies.** Upon the occurrence of, and during the continuation of an Event of Default, the non-defaulting Party may terminate this Agreement by notice to the other Party, designating the date of termination and delivered to the defaulting Party no less than ten (10) days before such termination date. In addition to the right of termination and without regard to whether the non-defaulting Party elects to terminate the Agreement, all remedies at law and in equity shall be available to the non-defaulting party, subject to the limitation on damages set out in Article 9.3 hereof. In the event of termination pursuant to this Article 9.2, the non-defaulting Party shall be entitled to keep any Credit Support provided hereunder.

9.3 **GCOD Damages.** Seller achieving the Guaranteed Commercial Operation Date is essential for Buyer to meet its contractual duties to its Members. If Seller fails to achieve the GCOD and Buyer terminates pursuant to Section 3.2, Buyer may cover the breach by purchasing Replacement Energy from a third party and Seller shall pay Buyer the positive difference, if any, between the cost of the Replacement Energy and the Contract Price, up to the GCOD Damage Cap. Seller will not be responsible for paying the positive difference between the Replacement Energy and the Contract Price if the delay is due to any circumstances attributable to the Buyer (or any person or entity directly or indirectly controlled by Buyer, excluding the Seller) or when such delay has not resulted in any damage to the Buyer.

9.4 **Limitation on Damages.** Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, by statute, in tort or contract, under any indemnity provision or otherwise; provided, however, that to the extent that one Party is entitled to indemnification from the other Party as a result of a third party claim, any damages awarded to such third party (direct, indirect, consequential or otherwise) shall be deemed to be direct damages of the Indemnified Party for which the Indemnifying Party shall be liable. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

9.5 **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Party (the “Indemnified Party “) from and against any liability, loss, cost, expense and damage because of injury or damage to persons or property resulting from, or arising out of the negligence or willful misconduct of the Indemnifying Party or its agents, servants or employees, in the use of the Indemnifying Party’s facilities or the production or flow of Electric Energy by and through its facilities, except to the extent such injury or damage results from the negligence or willful misconduct of the Indemnified Party, its agents, servants, or employees.

9.6 **Responsibility for Compliance.** Each Party shall be responsible for its own compliance with all applicable laws and regulations, including those relating to the environment, and each Party shall hold the other Party harmless from any liability, loss, cost or expense, including reasonable attorney's fees, arising out of its failure to comply with such laws and regulations; provided however, that Buyer is solely responsible for any and all Capacity Performance penalties (as defined in the PJM open access transmission tariff) incurred or bonuses received under the relevant PJM capacity market rules in effect for the applicable period that are attributed to the Facility during the Term of this Agreement.

ARTICLE 10
TAXES

10.1 **General.** Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with their intent to minimize taxes so long as no Party is materially adversely affected by such efforts. Each Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of tax.

10.2 **Applicable Taxes.** Seller shall be responsible for all applicable taxes in supplying Electric Energy to the Delivery Point(s). Buyer shall have responsibility for such taxes only to the extent that they are included in the Contract Price. Unless otherwise specified in this Agreement or applicable amendments hereto, Seller shall have no responsibility for taxes applicable to the Maximum Contract Quantity beyond the Delivery Point.

ARTICLE 11
WAIVERS

11.1 **Waivers.** Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or any other matter under this Agreement, shall not be deemed a waiver with respect to any subsequent default of the same or any other matter. Any delay, less than the statutory period of limitations, in asserting or enforcing any rights under this Agreement, shall not be deemed a waiver of such rights.

ARTICLE 12
ASSIGNMENT OF AGREEMENT

12.1 Assignment of Agreement.

(a) This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. This Agreement shall not be assigned to a third person by a Party without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the need for further consent, (a) transfer or assign this Agreement as security for loans or advances secured by a mortgage on all or substantially all of the assets of such Party or (b) transfer or assign this Agreement to any person succeeding to all or substantially all of the assets of such Party utilized in connection with the performance of such Party's obligations under this Agreement, whether by merger or otherwise, so long as such person (x) shall, as a part of such succession, have assumed all of the obligations of the transferor under this Agreement and (y) has a credit rating equivalent to or greater than assignor. In addition, Seller may assign this Agreement to any affiliate without the consent of Buyer. Any assignment that requires the consent of the other party but which is made without the required consent shall be void and of no effect against the non-consenting Party.

(b) In the event of a transfer or assignment of this Agreement as security interest by Seller to a financial institution or other secured lender of Seller or Facility, Buyer shall, at the request of Seller, provide such a financing party with the documentation that is normal for such assignments. Buyer's sole obligation is limited to the terms and conditions of this Agreement and attachments.

(c) Notwithstanding the foregoing, no assignment or transfer under this Agreement may be made that may adversely affect the tax status of the other Party or its financing without the prior written consent of the affected Party.

(d) Buyer may from time to time assign the right to receive all or a portion of the Electric Energy that would otherwise be delivered to Buyer hereunder. In connection with any such assignment, Buyer and Seller agree to execute an assignment agreement to be developed. For the avoidance of doubt, Buyer will remain responsible for all its obligations under this Agreement related to such assigned Electric Energy, including (i) the obligation to pay for such Electric Energy to the extent the assignee thereof does not do so and (ii) any damages associated with such assignee's failure to take any such Electric Energy.

ARTICLE 13
MISCELLANEOUS

13.1 Prudent Industry Practices. The Parties shall discharge all obligations under this Agreement in accordance with Prudent Industry Practices.

13.2 Cooperation. The Parties shall work together cooperatively (a) to assist one another in procuring and maintaining all necessary approvals and consents for the development, construction and operation of Facility hereunder and (b) to reasonably consider such amendments hereto that may be required to facilitate Seller's financing of the Facility.

13.3 Computation of Time. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall be excluded but the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next Business Day which is not a Saturday, Sunday, or legal holiday.

13.4 Article Headings Not To Affect Meaning. The descriptive headings of the Articles and paragraphs of this Agreement have been inserted for convenience only and shall not modify or restrict any of the terms and provisions thereof.

13.5 Severability. In the event that any of the terms, covenants, or conditions of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application; shall not be affected thereby, but shall remain in full force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

13.6 Amendments. This Agreement may be amended only by mutual agreement of the Parties, which amendment shall be in writing.

13.7 Notices Relating to Provisions of this Agreement. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered (a) in person, on the day of delivery, (b) by e-mail to the email address set forth below, twenty-four (24) hours following delivery thereof, or (c) by either registered or certified mail, postage prepaid, on the third day, addressed to the following specified persons:

Seller: **Tallgrass Columbus Community Power, LLC**
Address: 5956 Sherry Lane, Suite 6000
Dallas, TX 75225

Email: Justin Campbell
Attention: justin.campbell@tallgrass.com

With a copy to: **Tallgrass Energy, LP**
Address: 370 Van Gordon Street
Lakewood, CO 80228

Email: legal.notices@tallgrass.com
Attention: Legal Department

Buyer: **American Municipal Power, Inc.**
Address: 1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Email: psullivan@amppartners.org
Attention: Chief Operating Officer

With a copy to: **American Municipal Power, Inc.**
Address: 1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Email: lmcalister@amppartners.org
Attention: SVP and General Counsel for Regulatory Affairs

13.8 Change in Notice Recipient. Either Party may, from time to time, change such designated officer or the address thereof by giving written notice to the other Party.

13.9 Representations and Warranties. Except as otherwise provided below, on the Effective Date, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, as follows:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and is in good standing and qualified to do business in each jurisdiction in order to be able to legally perform its obligations under this Agreement.
(b) It has all necessary corporate power and authority to execute, deliver and perform its obligations hereunder.
(c) Its execution, delivery and performance of this Agreement (i) has been duly authorized by all necessary company action, (ii) does not violate any of the terms or conditions of (x) its governing documents, (y) any contract to which it is a Party (or result in acceleration of any amounts owed or otherwise adversely affect its rights or obligations under such a contract) or (z) any applicable law currently in effect having applicability to such Party or its assets (subject to, in the case of Seller as the representing Party, obtaining any permits that are not yet required) and (iii) does not result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the properties of such Party, in the case of each clauses (ii)(y), (ii)(z) and (iii), to the extent such violation or creation or imposition could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.
(d) This Agreement has been validly executed and delivered on behalf of such Party and constitutes the legal, valid and binding obligation of such Party enforceable against such Party according to its terms, except as the enforceability of this Agreement may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law.
(e) There is no pending or (to its knowledge) threatened action, suit, litigation, arbitration or administrative proceeding that could reasonably be expected to impede or limit such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.
(f) It is sophisticated and experienced in matters relating to the subject of this Agreement (and has been advised by persons (other than the other Party) sophisticated and experienced in matters relating to the subject of this Agreement), is acting for its own account, has made its own independent decision to enter into this Agreement based on its own judgment that this Agreement is appropriate and proper for it, and it is not and will not be relying on any information or analyses provided by the other Party in so doing and is capable of assessing the merits of and understanding, and has assessed and understands and accepts, the terms, conditions and risks of entering into this Agreement.

ARTICLE 14
GENERAL PROVISIONS

14.1 Complete Agreement. This Agreement (including the Exhibits incorporated herein and any subsequent amendments) shall constitute the full and complete agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, statements, negotiations, understandings and inducements with respect to the subject matter hereof.

14.2 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio as if fully performed within the State of Ohio.

14.4 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall for all purposes be treated as the original hereof and all of which shall constitute a single agreement.

14.5 Costs. Each party shall bear and is responsible for its own costs (including without limitation legal costs) in connection with the negotiation, preparation, execution, completion and carrying into effect of this Agreement.

14.6 Confidentiality. Except as otherwise provided herein, this Agreement, the terms set forth herein and all information disclosed by each Party to the other Party in connection with this Agreement and the negotiations preceding this Agreement are confidential and the Parties agree not to disclose such terms other than as set forth herein; provided that (a) each Party may disclose the terms hereof to its Affiliates and its and their respective officers, employees, agents, investors, lenders, accountants, attorneys and other advisors that have a bona fide need to know such information (collectively "Representatives"), (b) Seller may disclose the terms hereof to governmental entities having jurisdiction for the purposes of obtaining governmental authorizations; and (c) each Party may disclose such information, including the terms of this Agreement to the extent required to be disclosed pursuant to applicable laws (including securities laws of any jurisdiction and rules and regulations of any applicable stock exchange). Each Party shall be responsible for any breach of confidentiality by any of its Representatives. In the event that disclosure occurs pursuant to subsection (c) of this Article 14.6, the disclosing Party will use commercially reasonable efforts to obtain confidential or protected treatment of such information or limit the scope of disclosure to the extent practicable. In the event this Agreement is terminated pursuant to the terms and conditions hereof or otherwise by mutual agreement of the Parties, then this Article 14.6 shall survive for a period of two (2) years from the effective date of such termination.

14.7 Communications, Public Relations. Each party agrees to provide to the other, for prior approval, copies of any press releases, website articles and the like that relate to this Agreement. Notwithstanding anything in this Article 14.6 to the contrary, Seller shall be permitted to make public announcements or press releases regarding the Facility generally or other announcements regarding the Facility, without Buyer's consent, so long as such press releases and announcements do not include any statements or information regarding this Agreement or Buyer's identity as a purchaser of products from the Facility. The Parties also agree, to the extent necessary or convenient to mutually negotiate and agree on any consents or licenses regarding service marks, trademarks or copyrighted materials necessary to facilitate the provisions of this Article and the prior approvals referred to in this Article shall be deemed to constitute such consents for the limited purpose of the materials so approved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers respectively, being hereunto duly authorized, to be effective as of the Effective Date.

Tallgrass Columbus Community Power, LLC

DocuSigned by:
Justin Campbell
042958407E0E4AF...

By:________________________________

APPROVED AS TO FORM:

By:________________________________

AMERICAN MUNICIPAL POWER, INC.

DocuSigned by:
Pam Sullivan
E423FF7AA816413...

By:________________________________

APPROVED AS TO FORM:

By:________________________________

EXHIBIT A
RATE SCHEDULE

Contract Price:

2027:	$59.50 / MWh
2028:	$60.69 / MWh
2029:	$61.90 / MWh
2030:	$63.14 / MWh
2031:	$64.40 / MWh
2032:	$65.69 / MWh
2033:	$67.00 / MWh
2034:	$68.34 / MWh
2035:	$69.71 / MWh
2036:	$71.10 / MWh
2037:	$72.53 / MWh
2038:	$73.98 / MWh
2039:	$75.46 / MWh
2040:	$76.96 / MWh
2041:	$78.50 / MWh
2042:	$79.99 / MWh

Excess Energy Rate: Hourly Real Time LMP at the PJM AEP Dayton Hub.

EXHIBIT B
DELIVERY POINT LMP

The Delivery Point pursuant to Section 1.9 shall be the

_______________LMP

_______________PJM PNode ID

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 Item# 04A

Agenda Item: Purchase of In-Car and Body-Worn Camera System for the Police Department

Summary: Council is requested to retract the previous approval for the purchase of the In-Car Camera System and Equipment from Motorola Solutions in the amount of $162,280.01 and to approve the purchase of a bundled package consisting of twenty-six (26) Motorola body-worn camera systems and fourteen (14) in-car camera systems for the Police Department. The Department's current in-car and body-worn cameras have reached the end of their life cycle, and the video management system will expire in August 2025.

In May 2025, Council awarded an initial quote for the in-car camera systems in the amount of $162,280.01. In June, the Purchasing Division received a request to proceed with the purchase of twenty-six (26) body-worn camera systems quoted at $120,900.00 by Motorola Solutions in December 2024. Together, the two separate purchases would have totaled $283,180.01.

Upon review, staff identified redundancies in some of the costs and requested that Motorola Solutions combine both systems into a single bundled proposal, similar to the process used for the previous purchases in 2016 and 2020.

On July 3, 2025, staff received an updated bundled quote from Motorola Solutions, Inc., in the amount of $249,396.08. This represents a total cost savings of $33,783.93 for the bundled services, compared to the separate purchases.

The procurement method is Cooperative Contracting using the Virginia Information Technologies Agency (VITA) contract #36881 Watchguard-Vita Contract VA-230420-MSI, on behalf of the Commonwealth of Virginia and Motorola Solutions.

Future funds will be budgeted accordingly over the next 4 years in the Police Patrol, Machinery & Tools fund.

Year 1	Upfront Costs & Subscription Fees	FY26	$ 57,391.28
Year 2	Video as a Service Subscription Fees	FY27	$ 48,001.20
Year 3	Video as a Service Subscription Fees	FY28	$ 48,001.20
Year 4	Video as a Service Subscription Fees	FY29	$ 48,001.20
Year 5	Video as a Service Subscription Fees	FY30	$ 48,001.20
		Total Amount	$249,396.08

Budget/Funding: Funds to purchase the combined in-car and body-worn camera system are included in the following line item:

3102-R47001	Police Patrol, Machinery & Tools	1st Year	$57,391.28

Staff Recommendation: Staff recommends approving as presented.

FRONT ROYAL POLICE DEPARTMENT

900 MONROE AVE FRONT ROYAL, VA
540.635.2111

Brian Whited
Chief of Police

I am formally recommending that the Front Royal Police Department continue and expand its use of Motorola Solutions' WatchGuard video system. I suggest opting for a bundled package that includes both Body-Worn Cameras (BWCs) and In-Car Video Systems, instead of the standalone in-car camera quote previously requested.

The WatchGuard BWCs have become essential to our daily operations, improving officer accountability, increasing public transparency, and providing precise documentation of law enforcement encounters. These devices have reliably performed in the field.

Equally crucial is the smooth integration of the BWCs with our In-Car Cameras and the Digital Evidence Management System. This integration simplifies the collection, storage, and retrieval of videos while ensuring footage from different sources is properly synchronized for investigations and legal purposes. Motorola Solutions' cloud storage complies with all standards and offers secure, efficient access.

Updating both systems together as a bundled solution will keep device communication fully compatible and synchronized, enhancing the system's overall functionality and dependability.

Motorola Solutions has also provided outstanding service and support. Their team has responded promptly to technical issues, proactively rolled out software updates, and offered training and advice, ensuring our staff can use the system effectively.

Given the proven success of the WatchGuard system and the benefits of an integrated approach, I strongly recommend moving forward with a bundled contract that covers both Body-Worn and In-Car Video systems.

Sincerely,

Brian Whited
Chief of Police
Front Royal Police Department

MOTOROLA SOLUTIONS

VideoManager EL (Cloud)

Criminal Justice Information Services

Compliance White Paper

2025

Summary

Motorola Solutions, Inc. (“MSI”) provides this white paper to describe how the EvidenceLibrary.com offering is using the Microsoft Azure GovCloud to comply with the FBI CJIS Security Policy along and other federal information security regulations.

VideoManager EL is a cloud-based video/image evidence management system used to manage both devices and the associated media. VideoManager EL provides advanced file management, a graphical search engine, the ability to share important evidence, and a feature-rich media player, all of which is accessible from a convenient web client.

MSI’s Background of CJIS Compliance:

A CJIS compliance review and approval lies with individual agencies, each of which may have unique configurations or requirements that vary from state to state or agency to agency and deviate from the CJIS Security Policy. Resultantly, one blanket answer to compliance is rarely feasible. Additionally, applying CJIS Security Policy version 6.0 controls to video/image repositories is a new phenomena as this type of data is not in scope of the FBI-CJIS definition of Criminal Justice Information - CJI.

Regardless, MSI stands ready to partner with our potential customers, assisting with due diligence evaluations for our products, answering your questions and making CJIS requirement modifications found deficient as soon as practical. MSI will undergo state specific or local agency product reviews based upon the direction of the State CJIS System Agency or CJIS ISO to authorize use of MSI products and services when FBI-CJIS sourced data is in scope.

MSI's long history in public safety gives us an understanding and appreciation for information security and unique individual state and local requirements surrounding CJIS. MSI is very aware that there are different interpretations of CJIS compliance and will address any questions or differences in interpretations to meet your compliance needs. We want to work together to enable due diligence product reviews to ensure our interpretations align well before the CJIS audit; which is the only proof point for compliance.

MSI has a depth of knowledge within its dedicated CJIS Compliance Team to ensure the control design requirements are part of our development and implementation cycle. We have developed a strong relationship with Microsoft, so our companies can provide the information you need to feel comfortable with your choice. Our internal compliance reviews will enable our customers to evaluate and assist in meeting their audit requirements in a very complex cloud environment.

Microsoft's Azure GovCloud, has been approved in most states as a CJIS "Trusted" Provider. That effort by Microsoft to gain approval means Azure GovCloud has provided appropriate documentation to the state CJIS System Agency demonstrating compliance with CJIS Security Policy controls. This includes background screening, completing Security Awareness Training and execution of the CJIS Security Addendum by their employees. Azure GovCloud operations have achieved FedRAMP High Authority To Operate (ATO) certification for federal government agencies. The FedRAMP ATO process is a highly scrutinized review of an entity's security controls, managed by the Department of Homeland Security (DHS).[1] It requires applying NIST 800-53 controls and NIST Cybersecurity Framework. FedRAMP includes third-party assessment and attestation to compliance. DHS also requires continuous monitoring of controls and annual reporting to maintain the ATO. Compliance to attain the FedRAMP ATO is much more stringent than the CJIS Security Policy in some respects. By using the GovCloud environments there are many benefits..

As a result of Azure GovCloud FedRAMP ATO, most policy area descriptions below are provided in summary form to articulate MSI controls of our organization and customer applications to agency executives and middle managers. MSI will facilitate delivery of any additional documentation to review Azure CJIS controls and approval as a Trusted Provider by your state. MSI will provide more detailed information for MSI design strategies for the GovCloud "shared" resources with other government

[1] From the FedRAMP website. Azure GovCloud FedRAMP link

customers to meet CJIS Security Policy controls as a separate set of documentation for a technical review for each MSI offering.

Policy Areas

Below is a description of how MSI supports your compliance with each Policy Area of the CJIS Security Policy.

Policy Area 1: Information Agreements

MSI will maintain an Information Exchange Agreement in the form of private contractor agreements with your agency and applicable third-party providers (such as Microsoft). Additional agreements needed by agencies can be submitted to MSI for review and execution. We endeavor to support the CJIS shared responsibility model that requires each party to be well informed and make commitments through these agreements identifying roles and responsibilities as well as data handling parameters. MSI's VideoManager EL utilizes Microsoft as a subcontractor and the Microsoft Azure Government Cloud for our infrastructure. Microsoft provides MSI with a CJIS Enrollment Amendment, which aligns with a State level CJIS Information Exchange Agreement and outlines specific CJIS Security Policy areas including relationships between Microsoft, MSI, the agency, and regulators (State CSA and FBI CJIS). The agreement includes specific commitments including Microsoft's centralization of personnel security screening (background checks), audits, and a signed FBI CJIS Security Addendum for each approved state.

In addition, Microsoft will review any required CJIS styled agreements as the agency deems necessary. Microsoft continues to work with state governments to enter into CJIS Information Agreements to become a "Trusted Provider" in the GovCloud environment. Even though Microsoft has CJIS agreements signed with 45+ states and the District of Columbia, no service provider product is automatically authorized to manage, process or store CJI because of these agreements. Product applications must undergo state specific CJIS System Agency approval prior to its use in the cloud environment. In some cases the state CJIS System Agency delegates that responsibility to the local agency or as may be the case with some VideoManager EL deployments, CJIS Security Policy does not apply because there is no data coming from the FBI-CJIS NCIC or III indices.

Agencies have the ability and responsibility to directly manage access to their data/applications and need to validate their particular implementations as they deem appropriate. MSI and Microsoft view security safeguards in a comprehensive fashion and strongly suggest agencies take advantage of the capabilities provided, including Advanced Authentication. MSI uses Microsoft federation, Intune (device management), Compliance Manager and enterprise mobility when applicable to enhance information security controls. The customer can possibly integrate Advanced Authentication with customer supplied Microsoft Entra ID (Active Directory).

MSI enrolls in the Azure Government services under amendments committing Microsoft to comply with the relevant requirements of the FBI CJIS Security Policy that contain the necessary CJIS Security Addendum.[2]

MSI offers the cloud-based solutions to our customers under contract terms committing to compliance with the relevant requirements of the FBI CJIS Security Policy and includes the necessary CJIS Security Addendum. Anything deemed non-compliant can be remediated.

Policy Area 2: Security Awareness Training

Consistent with CJIS Security Policy, MSI policy and practice requires that employees with unescorted access to unencrypted CJI data will undergo a fingerprint background check, as well as complete Level 4 CJIS Security Training through CJISOnline.com on a biannual basis as required by the customer. Additionally, employees are required to sign a CJIS Security Addendum acknowledging compliance with the FBI CJIS Policy. Proof of employee compliance is available to agencies upon request.

Microsoft is considered a Trusted Provider in 45+ states and Washington DC Metro PD. As such, Microsoft has demonstrated compliance and submitted documentation for appropriate screening, training and CJIS Security Addendum execution. Each state maintains this documentation. To be a CJIS “Trusted“ and approved cloud vendor, the state is satisfied that Microsoft meets all policy controls in the relevant state.

Policy Area 3: Incident Response

MSI has a corporate Incident Response Plan in place to respond to all incidents as outlined in the FBI CJIS Policy and agrees to meet other CJIS Security Policy requirements for this policy area.

Microsoft Azure GovCloud has been evaluated in the approved states for their Incident Response Plan and also meets FedRAMP High ATO as designated by the DHS. MSI and Microsoft will agree to report breaches of the provider boundary or internal network access controls to the affected customer Local Agency Security Officer (LASO), once the incident is verified. The customer must ensure 24/7 points of contact are identified to notify in the event of a reportable incident.

Agencies should report all relevant application or customer data information security incidents or issues through the Command Central Support phone number (866) 343-5220, or via email at managed-security@motorolasolutions.com.

Policy Area 4: Auditing and Accountability

We believe that CJIS Security Policy specified audit events and content are logged in the VideoManager EL Azure GovCloud offering. CJIS Policy dictates the agency shall identify events and content to be logged as well as retention thresholds. MSI is committed to work with the customer to ensure we are logging what the customer and policy requires, retention preferences to align in how we are storing the information in log files which impacts customer costs.

[2] Based on information from the Microsoft Azure website. Azure Compliance Offerings - CJIS Compliance

MSI stores user events in Azure GovCloud Log Analytics. MSI stores its customer support staff Identity Management events - LogIn/LogOff password changes in Microsoft Identity Management Logs. Requests for user event records stored in the logs. All requests for log records must be made by contacting MSI Customer Support. MSI will work with the customer to ensure that Azure logs are retrievable when needed.

Currently, log events are deleted after an asset (video, etc.) is removed and previous customers have been satisfied with that since there is a summary of the events retained in the log files.

Log retention thresholds are the customer's responsibility to identify as they desire, required to do by CJIS Policy or their relevant law, policy or regulation. These vary from state to state and agency to agency given that the content is not traditional FBI-CJI and the associated cost with log file retention.

MSI needs to be made aware of the retention periods in writing. Customers currently cannot manage retention configurations or access log records through the Microsoft GovCloud portal and must request MSI customer support to access log records.

Policy Area 5: Access Control

Account Management is the responsibility of the customer for the VideoManager EL offering. VideoManager EL uses Microsoft Entra ID (formerly Azure Active Directory) and can synchronize with a customer's Active Directory. This allows the customer to identify and assign accounts to authorized users, change privileges and disable accounts when needed. Disabled accounts are archived as required.

The product is designed to meet the policy area controls so customer accounts can be configured for each individual that requires an account with uniqueID and password before they are able to access the offering. There are default customer roles and MSI will assist the customer to onboard users during implementation. Other roles or access controls can be considered for custom design requirements. Configurable user permissions are controlled by the customer on an individual basis as they see fit in accordance with Policy Area 6 Identification and Authorization.

The product allows access enforcement by having varying user privileges from system administrators to users and menus that restrict access to data and functions by job and access mechanisms. Encryption is also used as an access control mechanism. Customers will not have access to any cloud platform system configurations.

VideoManager EL does not enforce prohibiting multiple concurrent sessions which can be a function of using a mobile device and desktop access to VideoManager EL at the same time.

The VideoManager EL offering only enforces a limit of no more than five consecutive invalid access attempts by a user before a ten minute timeout period if the customer implements the configuration in their Entra ID (Active Directory) settings and as such is a customer responsibility.

The product offering provides for a system use notification at the time of login. It is possible to have custom language as needed by the customer for jurisdiction specific notices and needs to be configured through the customer's Active Directory. MSI and the customer can discuss alignment of compliance expectations with respect to this feature.

It is the customer's responsibility to set-up a System Banner Notice within their Active Directory configurations to comply with CJIS Security Policy control 5.5.4.

Session Lock is implemented. This event activity is captured in the audit log.

The purview for permissible use of personally owned devices to access CJI or the product offering is the responsibility of the customer. MSI does not permit access to the development or customer environment from personally owned devices unless they are under the control of MSI Configuration Policy and Mobile Device Management.

MSI cloud application management and support staff access controls follow the same design principles. MSI can provide a list of the security roles for any MSI controlled cloud layer and facilitate obtaining a list of Azure GovCloud security roles for any Microsoft controlled layer and provide to the customer.

Policy Area 6: Identification and Authentication

Agencies bear responsibility for proper identification of their users prior to creating accounts, and MSI assists with the on-boarding process. Basic password authentication meets the CJIS password criteria and can be enforced by the customer's Active Directory that can sync accounts through Active Directory Connect.

Agencies utilizing VideoManager EL are able to enable two-factor authentication through their own Active Directory where required. Similarly, the customer would have to implement Advanced Authentication through their Active Directory instance based on their own determination of the physically secure location posture assessment. There are many CJIS Policy exceptions to be applied if needed.

Applying ORI to NCIC/III transactions is not applicable to VideoManager EL as there is no transactional access or functionality associated with the software.

Policy Area 7: Configuration Management

The VideoManager EL application has several design features that enforce least privileges for customer System Administrator functions and other user roles including job and resource restrictions. The application restricts access to privileged functions and elevated privileges. The customer is responsible for assigning personnel with appropriate roles provided within the software as well as determining the correct privileges.

Customers do not have access to any Azure GovCloud configurations or the ability to make configuration changes in the cloud production environment. Configuration changes are captured in Azure Activity Log and can be requested from Customer Support when needed.

MSI has a strict change, configuration and patch management policy to test and evaluate products throughout the software development lifecycle. This policy is supported by Azure GovCloud that has met stringent FedRAMP High Authority To Operate certification, granted by the DHS. This means the Azure GovCloud infrastructure has been tested for meeting NIST 800-53 rev 4 and NIST CSF controls by a Third-Party Assessment Organization (3APO). The customer is responsible for any oversight of configuration management changes for sources of stored content.

The Cloud configurations for ports and protocol information for the VideoManager EL offering is configured by MSI product architects at the time of deployment and limited to a small group that have demonstrated the knowledge, skills and ability to those functions. Those staff have and will cooperate with submitting information for CJIS Personnel Security requirements if authorized. MSI configuration and change management policy and procedures further restrict privileged functions along with inherent Azure GovCloud IdM authorization privileges.

Information about the specific cloud configurations for an agency can be provided upon request as many can be specific to the customer requirements. Customer specific requests or preferences need to be communicated during implementation for consideration that may impact project deadlines.

The application and supporting services are provided as Software as a Service (SaaS) deployed to Azure Government Cloud via Azure DevOps tool. Access to Azure DevOps tools is restricted to authorized MSI VideoManager EL project engineers. Version control is managed by Azure DevOps tools. Change management for the offering is done by applying the chosen version of given service and is transparent to the customer with product updates. Multiple versions of each service are stored in a repository that tracks all changes, who made them, and when they were made. Normal change management deployments have at least one approver, and usually two approvers are required before changes can be pushed to production. Change management is restricted to authorized individuals and needs pre-deployment approval by key MSI engineering product teams. Emergency deployments follow the process outlined in our incident response plan. Emergency deployments are thoroughly documented and subsequently reviewed to ensure that the appropriate processes were followed including a roll-back plan.

All products and configurations are part of a Secure Application Review evaluation process to ensure baseline security configurations consistent with NIST and other standards such as OWASP are being implemented. There are ongoing static code analysis review practices that use state of the art code vulnerability scans during development and each time a change or patch update is performed. Each repository has its own “gate” to ensure that high risk issues will not be merged and development of a roadmap mitigation plan for any discovered vulnerabilities.

Policy Area 8: Media Protection

As noted, MSI’s VideoManager EL utilizes the Azure GovCloud for cloud offerings for infrastructure hardware and information storage. Microsoft employs strict policies to protect all media within the Azure GovCloud, is listed as CJIS compliant with 45 + states, and maintains FedRAMP High ATO for federal government use of the cloud. That FedRAMP authorization by DHS ensures media protection and disposal policies that are consistent with the CJIS policy and NIST 800-53 controls. Azure has a FedRAMP document to describe implementation of the policy controls which includes a third party assessment.

The CJIS Security Policy requires customer agencies to implement appropriate media protection policies for the retention, custody and control of their digital or physical media. Accordingly, MSI and Microsoft do not maintain control over customer data accessed by the customer on endpoint devices. Each customer agency would require their own agency policy consistent with CJIS policies to control customer generated digital or physical media including retention, custody, control and disposal.

MSI policy strictly prohibits employees from downloading or transferring customer data out of the production system and will only access customer data or logs with customer authorization and approval. MSI also requires all personnel to follow CJIS Security Policy for control of customer data within a production environment, including multi-factor authentication, least privilege, audit and accountability logging, vulnerability scanning and mitigation.

MSI has written policies and procedures governing this control centered around data privacy that includes data handling, media protection, disposal and data breach provisions. MSI also has policies prohibiting the download of customer data. MSI creates no physical media with customer data.

Policy Area 9: Physical Protection

Physical Protection for the Azure GovCloud environment is managed by Microsoft and, as indicated, has FedRAMP High controls which have been validated with the Department of Homeland Security. Azure GovCloud has seven data centers to ensure the CJIS Security Policy requirements are met for data storage on U.S. soil. As a Trusted Provider in your state, Azure GovCloud has satisfied physical protection requirements to satisfy state CJIS System Agencies.

MSI uses stringent physical security controls for all its engineering facilities and has controlled areas for customer support and engineering staff. MSI buildings require credentialed card access from the exterior and for access to interior rooms that are classified as sensitive areas. Those sensitive areas have role-based credentialed access. All MSI facilities use visitor logs and have an escort policy. Any agency that would like to inspect our facilities can make arrangements to do so. Relevant physical security breaches will be reported to customers, as required by policy. MSI also has adapted to the recent pandemic and has policies and technical controls in place including VPN, MFA, endpoint asset protection and MDM.

Policy Area 10: System & Communications Protection & Information Integrity

All MSI and Microsoft employees are required to use compliant Advanced Authentication for logical access to cloud resources or the MSI production, production test, QA and Stage environments. MSI utilizes Azure GovCloud for its Cloud offerings that store, transmit and process customer data. Microsoft certifies the underlying cryptographic modules used in Microsoft products through the NIST FIPS 140-2 validation process.

NIST Validation certificates will be made available upon request. Data in transit is protected using NIST certified encryption from endpoint devices to the Azure GovCloud Network boundary and from that boundary to the customer single tenant storage accounts where AES-256 encryption modules protect the data.

The customer is required to implement browser usage configuration settings (FIPS enabled mode on their web browsers) to enable FIPS compliant encryption.

Customer data is stored in Azure GovCloud data centers, which are designed as physically secure locations. Discussions with customers are required to ensure that MSI's CJIS Security Policy interpretation aligns with customer expectations as the interpretations vary across the U.S. However, with customer CJIS screening of MSI and Microsoft personnel, these staff would be authorized to manage customer encryption keys and access unencrypted customer data when authorized by the customer. All access is logged.

Data at rest uses Azure GovCloud Storage with AES-256 encryption which implements FIPS certified AES 256 cryptography managed by Microsoft.

The Azure GovCloud FedRAMP High ATO also serves as an assurance that these policy controls have been evaluated to federal government standards and, as "Trusted Provider", the relevant state CJIS System Agency is satisfied with compliance for the use of their cloud service.

MSI has a dedicated network security team as well as internal compliance staff to perform independent evaluations of configuration processes to ensure that flow enforcement is restricted and managed to inhibit data leakage, spillage or corruption or, inappropriate or unauthorized access. SIEM activity is sent to the MSI 24/7 Security Operations Center and engineers create watchlists for the SOC to scrutinize potential threats. Identified information security improvements, flaws and gaps are included in a remediation plan.

Policy Area 11: Formal Audit

MSI will assist agencies utilizing the VideoManager EL offering if undergoing formal audits required by state CJIS System Agencies, customers and the FBI, given the proper notice and sufficient time to respond. MSI requests two weeks notice. Our cloud partners also agree to participate in the audit process as needed.

Policy Area 12: Personnel Security

It is MSI policy and practice that all employees with unescorted access to unencrypted CJI undergo a fingerprint background check as required by the customer, as well as complete Level 4 CJIS Security Training through CJISOnline.com on a biannual basis. Employees are required to sign a security addendum acknowledging compliance with the FBI CJIS Policy. Proof of employee compliance is available to agencies upon request. Azure GovCloud, as a Trusted Provider in your state, undergoes background screening and other CJIS personnel security requirements and is managed by the state CJIS System Agency as part of that process.

Policy Area 13: Mobile Devices

VideoManager EL is a browser-based product designed to comply with CJIS security controls and does not have a mobile application design per se, but could be accessed from the internet. Therefore the agency policy will govern where the application can be accessed from.

Controls related to the permissible and authorized use over the internet on mobile devices are the responsibility of the agency to enforce.

MOTOROLA SOLUTIONS

QUOTE-3190840
Mobile Video Bundled Quote

Billing Address:
FRONT ROYAL, TOWN OF
PO BOX 1560
FRONT ROYAL, VA 22630
US

Quote Date:07/03/2025
Expiration Date:09/01/2025
Quote Created By:
Butch Bryant
butch.bryant@bearcom.com

End Customer:
FRONT ROYAL, TOWN OF
Brian Whited
bwhited@frontroyalva.com
5406352111

Contract: 36881 - WATCHGUARD-VITA VA-230420-MSI
AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
	Video as a Service							
1	AAS-M5-3CAM-BWC	M500 3-CAMERA IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE	14	5 YEAR	$15,600.00	$13,260.00	$185,640.00	
2	WGW00122-303	IN-CAR VIDEO SYSTEM CONFIGURATION SERVICE	8		$234.00	$198.90	$1,591.20	
3	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		$4,000.00	$3,400.00	$3,400.00	
4	WGB-0142AAS	VIDEO EQUIPMENT, V700 WIFI BASE FOR 4RE VAAS	14		Included	Included	Included	
5	WGB-0708A	M500 ICV SYSTEM W/ RCAM, V300 WIFI DOCK	14		Included	Included	Included	
6	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	2	5 YEAR	$1,800.00	$1,530.00	$3,060.00	
7	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	4		$200.00	$170.00	$680.00	

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
8	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	14	5 YEAR	Included	Included	Included	
9	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	14		Included	Included	Included	3 YEAR
10	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	14	5 YEAR	Included	Included	Included	
11	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	14	5 YEAR	Included	Included	Included	
12	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	3		Included	Included	Included	
13	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	14	5 YEAR	$300.00	$255.00	$3,570.00	
14	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	14		$137.50	$116.88	$1,636.32	
15	WGC02003-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA VAAS	14	5 YEAR	Included	Included	Included	
16	WGW00502	M500 EXTENDED WARRANTY	14	5 YEAR	Included	Included	Included	
17	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	14	5 YEAR	Included	Included	Included	
18	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	14		Included	Included	Included	
19	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	14		Included	Included	Included	
	Video as a Service							

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
20	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	12	5 YEAR	$4,140.00	$3,519.00	$42,228.00	
21	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	12		Included	Included	Included	
22	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	2	5 YEAR	$1,800.00	$1,530.00	$3,060.00	
23	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	4		$200.00	$170.00	$680.00	
24	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	12	5 YEAR	Included	Included	Included	
25	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	12		Included	Included	Included	3 YEAR
26	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	12	5 YEAR	Included	Included	Included	
27	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	12	5 YEAR	Included	Included	Included	
28	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	12		Included	Included	Included	
29	WGB-0138AAS	TRANSFER STATION, 8 SLOTS, FOR V300/V700 VAAS	3		Included	Included	Included	
30	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	12	5 YEAR	$240.00	$204.00	$2,448.00	
31	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	12		$137.50	$116.88	$1,402.56	

Grand Total **$249,396.08(USD)**

Pricing Summary

		Payment Term	Sale Price	Upfront Sale Price
Upfront Costs*				
				$9,390.08
Upfront Subscription Fee				
	Video as a Service	Annually		$48,001.20
Sub Total:				**$57,391.28**
		Payment Term	**Sale Price**	**Annual Sale Price**
Year 2 Subscription Fee				
	Video as a Service	Annually	$48,001.20	$48,001.20
Year 3 Subscription Fee				
	Video as a Service	Annually	$48,001.20	$48,001.20
Year 4 Subscription Fee				
	Video as a Service	Annually	$48,001.20	$48,001.20
Year 5 Subscription Fee				
	Video as a Service	Annually	$48,001.20	$48,001.20
Sub Total:				**$192,004.80**
Grand Total System Price (Inclusive of Upfront and Annual Costs)				**$249,396.08**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Line #	Item Number	Parametric Data
15	WGC02003-VAAS	ADMEMAIL = bwhited@frontroyalva.com,ADMUSER = Brian Whited
17	WGC02002-VAAS	ADMEMAIL = bwhited@frontroyalva.com,ADMUSER = Brian Whited
24	WGC02001-VAAS	ADMEMAIL = bwhited@frontroyalva.com,ADMUSER = Brian Whited
5	WGB-0708A	VEHIMOD = FORD EXPLORER 2020+,ICVBRKT = TRUNK (UNIVERSAL)
8	WGC02001-VAAS	ADMEMAIL = bwhited@frontroyalva.com,ADMUSER = Brian Whited

VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola’s industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department’s devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry’s only end-to-end digital evidence management ecosystem.

When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud’s Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency’s policies and procedures.

1 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

1.1. Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to

record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the hoster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

1.5. Docking Stations

The V700 has three docking options:

Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.

Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

M500 In-Car Video System

Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

  The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

  The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

  The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

  Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

  The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.

- Promotes trust

  By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

  The M500 offers additional benefits when working in conjunction with Motorola’s V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

  When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

  When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola’s behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
  - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
    - Needs to be renewed yearly.
    - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
  - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
  - WGD00186 - M500 Installation Overview and Quick Start (NA)
    - Not required for installation. Available for the installing technician.
  - WGD00177 - M500 In-Car Video System Installation Guide
    - Not required for installation. Available for the installing technician.
  - MN010272A01 - M500 In-Car Video System Basic Service Manual

- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.

- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

Project Planning

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware as purchased.
  - Customer’s involvement in project activities to confirm understanding of scope and required time commitments.
  - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project’s success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola’s delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project’s success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer’s firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.

- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

Project Execution

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.

- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
  - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
  - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer’s digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola’s access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:

- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

System Training

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.

- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer’s receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer’s specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola’s Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
  - 5 Mbps + 3 Mbps per additional device.
    - This assumes it will take 8 hours to upload 5 GB of video on a device.
  - 40-50 Mbps per concurrent uploading device.
    - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

1.1. Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola Solutions.

Essential Service provides either three (3) or five (5) years of coverage, as selected by the Customer, and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements
- Hardware Repair for manufacturing defects

Motorola Solutions includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

1.2. Essential Service

1.2.1. Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola Solutions' System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola Solutions' SSC and TSO are continuously monitored against stringent, industry recognized incident and problem management processes.

Motorola Solutions will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola Solutions representative will log a technical request on Motorola Solutions' Case Management System.

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

- Work to isolate the problem/issue
- Analyze and determine the cause of the problem/issue
- Work to achieve problem/issue resolution

1.2.2. Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola Solutions infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL On-Premise, or VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

1.2.3. Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola Solutions, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Solutions Sales associate, or visit the Motorola Solutions' Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

1.2.4. Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola Solutions owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola Solutions.
- Device updates, if applicable, as may be released, from time to time, by Motorola Solutions in accordance with an Engineering Change Notice.

At the discretion of Motorola Solutions, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

1.2.5. Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola Solutions’ Sales representative if you have a question about the eligibility of your device.

1.3. Motorola Solutions Responsibilities

Software Release Availability. Motorola Solutions will provide access to the latest BWC device software and firmware releases via the VideoManager EL On-Premise, or VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency’s VideoManager EL Cloud instance. If using the VideoManger EL On-Premise solution, the on-prem server will periodically connect to the VideoManager EL Cloud database to check for new software and firmware versions, download the latest version, and apply the new software and/or firmware automatically to the BWC device when it connects to the server.

Software Release Notes. Motorola Solutions may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at https://learning.motorolasolutions.com

Hardware Repair. Motorola Solutions will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions’ option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process, Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola Solutions will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola Solutions repair center. Based on the country of purchase, Motorola Solutions may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

1.4. Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola Solutions' Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software, as well as five (5) year Essential Service, and three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If five (5) year Essential Service or three (3) and five (5) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola Solutions approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

WiFi Connectivity. The Customer is responsible for providing all WiFi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Solutions Repair Center for repair.

Motorola Solutions may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Solutions Representative for more information regarding the Video Evidence Recovery Service.

1.5. Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties’ Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola Solutions for additional cost in accordance with Motorola Solutions’ standard Time and Materials (T&M) rates and terms and conditions. Motorola Solutions will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola Solutions may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

1.6. Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions device purchase. This three (3) or five (5) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage
- Electrical repair for accidental internal damage
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads

Repair or Replacement. Motorola Solutions will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola Solutions option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola Solutions. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola Solutions to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola Solutions' Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Solutions Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Solutions Repair Center.
- Device accessories should not be included when returning a device to a Motorola Solutions Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Solutions Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola Solutions is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola Solutions will provide Advanced Replacement for the damaged device. Motorola Solutions will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Solutions Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola Solutions will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola Solutions is not responsible for any accessories that are shipped with the device.

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola Solutions for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.

- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing “Accidental Damage” repair is deemed by Motorola Solutions to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness or reckless use.

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: May 27, 2025 Item# 10A

Agenda Item: FY25 Budget Amendment and FY25 Budget Transfer to Allocate Automated School Speed Camera Revenue Received from Blue Line Solutions

Summary: Council is requested to approve a FY25 Budget Amendment to allocate $269,480.00 of revenue the Town received from Blue Line Solutions for the automated school speed cameras, to the following expenditures. The Council also requested to approve a FY25 Budget Transfer in the amount of $107,200.00 to Energy Services to purchase school flasher replacements.

School flasher replacements	$107,200.00
Police In-car Camera Equipment Replacement	$162,280.00
Total	$269,480.00

Budget/Funding:

FY25 Budget Amendment

Revenue	1000-3140104	Automated Ticketing	$269,480.00
Expenditure	9790-49016	General Fund Transfer to Electric Fund	$107,200.00
Expenditure	3102-47001	Police Patrol Machinery & Equipment	$162,280.00

FY25 Budget Transfer

Revenue	9401-3240407	Electric Fund Revenue – Transfer from General Fund	$107,200.00
Expenditure	9401-47910	Energy Services Traffic Signalization	$107,200.00

Meetings: Work Session held May 5, 2025

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 FY25 Budget Amendment in the amount of $269,480.00 and a FY25 budget transfer in the amount of $107,200 to allocate revenue received from the automated school speed cameras. Said allocation to be used to purchase replacement school flashers in the amount of $107,200.00 and new in-car camera equipment from Motorola Solutions for the Police Department, in the amount of $162,280.00.

Moved ___________________ *Seconded* ___________________

VM Sealock ________ *Ingram* ________ *Morris* ________ *Rappaport* ________ *DeDomenico-Payne* ________ *Wood* ________

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 **Item# 04B**

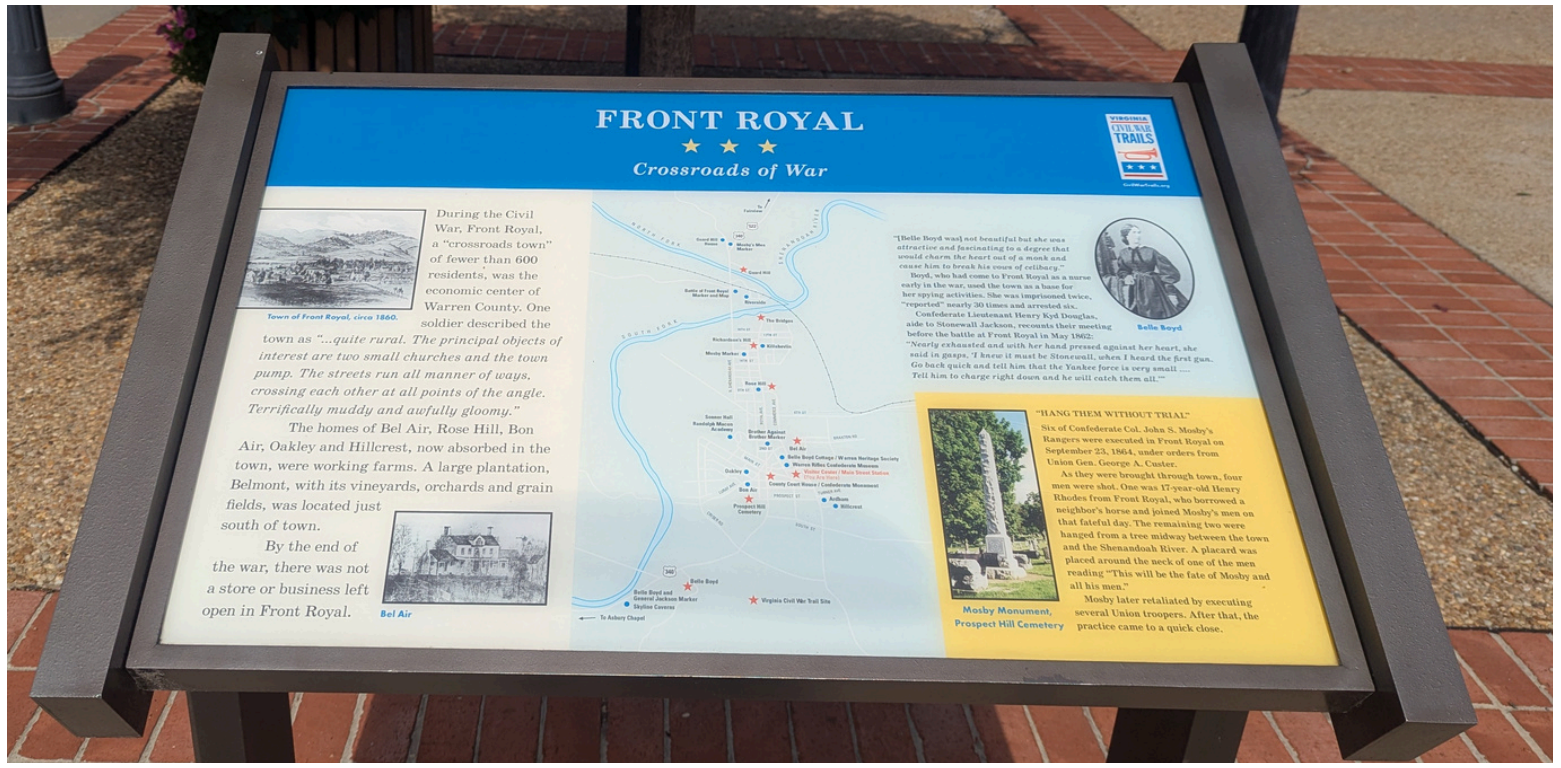
Agenda Item: John Marlow Plaza Sign Update

Summary: Staff would like to update Council on the status of the sign and some design concepts. Overall design and placement need to be finalized by Council to move forward with the BAR application.

Budget/Funding: No funds requested at this time.

Staff Recommendation: Staff is asking for Council input on details specific to the John Marlow Plaza sign.


FRONT ROYAL
Crossroads of War


FRONT ROYAL
Crossroads of War
VIRGINIA CIVIL WAR TRAILS
During the Civil War, Front Royal, a "crossroads town" of fewer than 600 residents, was the economic center of Warren County. One soldier described the town as "...quite rural. The principal objects of interest are two small churches and the town pump. The streets run all manner of ways, crossing each other at all points of the angle. Terrifically muddy and awfully gloomy."
The homes of Bel Air, Rose Hill, Bon Air, Oakley and Hillcrest, now absorbed in the town, were working farms. A large plantation, Belmont, with its vineyards, orchards and grain fields, was located just south of town.
By the end of the war, there was not a store or business left open in Front Royal.
Town of Front Royal, circa 1860.
Bel Air
"[Belle Boyd was] not beautiful but she was attractive and fascinating to a degree that would charm the heart out of a monk and cause him to break his vows of celibacy."
Boyd, who had come to Front Royal as a nurse early in the war, used the town as a base for her spying activities. She was imprisoned twice, "reported" nearly 30 times and arrested six.
Confederate Lieutenant Henry Kyd Douglas, aide to Stonewall Jackson, recounts their meeting before the battle at Front Royal in May 1862:
"Nearly exhausted and with her hand pressed against her heart, she said in gasps, 'I knew it must be Stonewall, when I heard the first gun. Go back quick and tell him that the Yankee force is very small .... Tell him to charge right down and he will catch them all.'"
Belle Boyd
"HANG THEM WITHOUT TRIAL"
Six of Confederate Col. John S. Mosby's Rangers were executed in Front Royal on September 23, 1864, under orders from Union Gen. George A. Custer.
As they were brought through town, four men were shot. One was 17-year-old Henry Rhodes from Front Royal, who borrowed a neighbor's horse and joined Mosby's men on that fateful day. The remaining two were hanged from a tree midway between the town and the Shenandoah River. A placard was placed around the neck of one of the men reading "This will be the fate of Mosby and all his men."
Mosby later retaliated by executing several Union troopers. After that, the practice came to a quick close.
Mosby Monument, Prospect Hill Cemetery


FRONT ROYAL
Crossroads of War


RESERVED PARKING
PENALTY $100-$500 FINE TOW AWAY ZONE
FedEx

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 **Item# 04C**

Agenda Item: Repayment of Economic Development Access Grant

Summary: On December 7, 2016, the Commonwealth Transportation Board approved a $650,000 Economic Development Access Grant to assist the Town of Front Royal with the construction of a portion of the West Main Street Connector for the IT Federal LLC development. The Commonwealth of Virginia Department of Transportation has requested the Town of Front Royal to repay $565,582.56 for the Economic Development Access Grant.

The Town of Front Royal was unable to requisite the full grant amount of $650,000 because the project has not been completed, due to issues caused by the construction of the IT Federal LLC property.

Terms of the Economic Development Access Grant required the Town to provide documentation for at least $3,250,000 of eligible capital outlay. In June 2016, the Town was led to believe by Jennifer McDonald, the Executive Director of the Front Royal/Warren County Economic Development Authority (EDA), that IT Federal, LLC would invest in a new facility, land, and equipment totaling approximately $40 million and bring 600 new jobs to the area.

Without having the consent of the Town of Front Royal, on February 27, 2017, Jennifer McDonald represented the EDA and signed a first amendment to deed of trust for IT Federal LLC to reduce the Construction Target from $5 million to $2 million; resulting in the Economic Development Access Grant capital outlay requirements not being able to be met.

The Town has budgeted $216,665 annually for fiscal years 2023-2025 to set aside funds totaling approximately $650,000 in anticipation of repayment of the grant funding. In addition, the Town has paid approximately $5,000 annually since fiscal year 2017-2018 for a letter of credit, as required by the terms of the grant, to ensure that the Town meets its obligations for the grant funding.

Budget/Funding: 9130-R47982 Special Project Fund – Local Connector Road $565.582.56

Staff Recommendation: Staff recommends Town Council approve repayment to the Commonwealth of Virginia Department of Transportation for the Economic Access Grant in the total amount of $565,582.56. Paying the full amount in July 2025 will allow the Town to cancel the letter of credit and avoid the additional expense associated with the annual letter of credit of approximately $5,000.

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.
Commissioner

June 9, 2025

Joe Petty, Town Manager
Town of Front Royal
102 E Main Street
Front Royal, VA 22630

Dear Mr. Petty,

On December 7, 2016, the Commonwealth Transportation Board (CTB) passed a resolution (attached) titled, Economic Development Access to IT Federal, LLC, which approved a $650,000 Economic Development Access (EDA) grant to assist the Town of Front Royal with the construction of an access project to the IT Federal, LLC development. Included in the CTB's Resolution is the requirement that the Town of Front Royal shall provide eligible capital outlay documentation of at least $3,250,000 to the Department within five years.

During the General Assembly's 2021 Special Session, Budget Bill HB1800 Item 451 G (attached) extended the bonded period for EDA Program projects by implementing a 48-month moratorium on all paybacks related to bonded EDA projects, thereby affording localities additional time to establish eligible capital outlay.

The moratorium for bonded EDA program projects expired on April 7, 2025. The Town of Front Royal has not provided the Department with any eligible capital outlay documentation. To date, the Town has expended $565,582.56 of the initial $650,000 grant. Without supplying the required documentation, the Town is responsible for repaying all funds not justified by eligible capital outlay pursuant to CTB policy (CTB Policy Index, page 184, paragraph 21), *and* in accordance to the established CTB re-payment schedule. The repayment schedule for this EDA grant is structured as follows.

- $452,466.04 by April 8, 2025
- $113,116.52 by December 7, 2025

Upon receipt of this letter, the Town is requested to provide the Department with the following information within 45 days:

- Documentation of pending eligible capital outlay which would satisfy any part of the outstanding capital outlay requirement. If documentation exists, please provide the potential business name, amount of potential capital outlay, and date when capital outlay documentation will be available.

- If no pending eligible capital outlay exists, provide the date on which the Department can expect to receive the initial repayment amount of $452,466.04.

VDOT's Local Assistance Director, Terry Short, is available to discuss this with you in greater detail should you have questions or need additional information. Mr. Short can be reached at Terry.ShortJR@VDOT.Virginia.gov or at 540-447-6350. Thank you for your attention to this matter.

Sincerely,

Stephen C. Brich, P.E.
Commissioner

Enclosure: CTB Resolution – Economic Development Access to IT Federal, LLC
Budget Bill – HB1800 (Chapter 552)

cc: Todd Stevens, P.E., Staunton District Engineer
Terry R. Short, Jr., Local Assistance Division Director
Brittany Voll, Local Assistance Division Assistant Division Administrator
Jonathan Liss, Local Assistance Division State Programs Manager

VIRGINIA STATE BUDGET

2021 Special Session I

Budget Bill - HB1800 (Chapter 552)

Bill Order » Office of Transportation » Item 451

Department of Transportation

Item 451	First Year - FY2021	Second Year - FY2022
Financial Assistance to Localities for Ground Transportation (60700)	~~$1,167,705,342~~ *$1,128,550,979*	~~$1,185,349,334~~ *$1,285,004,357*
Financial Assistance for City Road Maintenance (60701)	~~$401,959,093~~ *$397,832,085*	~~$415,141,162~~ *$411,077,641*
Financial Assistance for County Road Maintenance (60702)	~~$70,445,497~~ *$70,610,931*	~~$70,708,334~~ *$71,892,921*
Financial Assistance for Planning, Access Roads, and Special Projects (60704)	$15,896,079	~~$16,047,313~~ *$15,935,618*
Distribution of Northern Virginia Transportation Authority Fund Revenues (60706)	~~$304,600,000~~ *$299,311,884*	~~$310,100,000~~ *$335,950,325*
Distribution of Hampton Roads Transportation Fund Revenues (60707)	~~$242,400,000~~ *$208,000,000*	~~$226,600,000~~ *$235,500,000*
Distribution of Central Virginia Transportation Fund Revenues (60710)	~~$132,404,673~~ *$136,900,000*	~~$146,752,525~~ *$214,647,852*
Fund Sources:		
Commonwealth Transportation	~~$488,300,669~~ *$484,339,095*	~~$501,896,809~~ *$498,906,180*
Dedicated Special Revenue	~~$679,404,673~~ *$644,211,884*	~~$683,452,525~~ *$786,098,177*

Authority: Title 33.2, Chapter 1, Code of Virginia.

A. Out of the amounts for Financial Assistance for Planning, Access Road, and Special Projects, $7,000,000 the first year and $7,000,000 the second year from the Commonwealth Transportation Fund shall be allocated for purposes set forth in §§ 33.2-1509, 33.2-1600, and 33.2-1510, Code of Virginia. Of this amount, the allocation for Recreational Access Roads shall be $1,500,000 the first year and $1,500,000 the second year. It is the intent of the General Assembly that up to $250,000 of the funds allocated by the Commonwealth Transportation Board for Recreational Access Roads in this Item shall be prioritized for handicapped accessibility improvements at Virginia State Parks, including improvements to handicapped access points and parking facility enhancements as may be requested by the Department of Conservation and Recreation.

B. Distribution of Northern Virginia Transportation Authority Fund Revenues represents direct payments, of the revenue collected and deposited into the Fund, to the Northern Virginia Transportation Authority for uses contained in Chapter 766, 2013 Acts of Assembly. Notwithstanding any other provision of law, moneys deposited into the Hampton Roads Transportation Fund shall be transferred to the Hampton Roads Transportation Accountability Commission for use in accordance with § 33.2-2611, Code of Virginia. Distribution of the Central Virginia Transportation Authority Fund revenues represents direct payments, of the revenue collected and deposited into the Fund, to the Central Virginia Transportation Authority for uses contained in House Bill 1541 as enacted by the 2020 General Assembly

C. The prioritization process developed under § 33.2-214.1, Code of Virginia, shall not apply to use of funds provided in this Item from federal apportionments in the Metropolitan Planning Program.

D. Consistent with § 33.2-366, Code of Virginia, the Commonwealth Transportation Board, when establishing annual rates of payments to Counties that have elected to withdraw from the secondary highway system, shall adjust such rate annually with i) procedures established for adjusting payments to cities, and ii) lane mileage adjustments. It is the express intent of the General Assembly that under no circumstance shall the addition of lane miles to one jurisdiction result in the direct or indirect reduction in the calculation of payment to any other jurisdiction receiving payment from funds appropriated for Financial Assistance for County Road Maintenance (60702).

E. The Department of Transportation shall report on an annual basis to the Commonwealth Transportation Board on the impact of adjusting the payments made as part of Financial Assistance to Localities distributions for inflation consistent with adjustments for highway system maintenance and operations.

F. Of the amounts in this item, $1,000,000 the first year and $1,000,000 the second year from the Commonwealth Transportation Fund is appropriated for service charges to be paid to localities in which the Virginia Port Authority owns tax-exempt real estate for roadway maintenance activities in the jurisdictions hosting Virginia Port Authority facilities. These payments shall be treated the same as other Commonwealth Transportation Board payments to localities for highway maintenance. These funds shall not be used for other activities nor shall they supplant other local government expenditures for roadway maintenance. These funds shall be distributed to the localities on a pro rata basis in accordance with the formula set out in § 58.1-3403 D, Code of Virginia; however, the proportion of the funds distributed based on cargo traveling through each port facility shall be distributed on a pro rata basis according to twenty-foot equivalent units.

G. Notwithstanding the provisions of § 33.2-1509, Code of Virginia, and consistent with the provisions of § 4-13.00 of this Act, no locality that has been allocated funds for a bonded project by the Commonwealth Transportation Board pursuant to § 33.2-1509, Code of Virginia, shall be required to repay such funds during the 48-month period beginning on the effective date of this act, provided that all of the other conditions of the Commonwealth Transportation Board's economic development access policy are met.

COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Aubrey L. Layne, Jr.
Chairman

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 12

RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD

December 7, 2016

MOTION

Made By: Mr. Whitworth, Seconded By: Ms. DeTuncq
Action: Motion Carried, Unanimously

Title: Economic Development Access to IT Federal, LLC Project ECON-112-170, N501, Town of Front Royal

WHEREAS, § 33.2-1509 of the *Code of Virginia* provides a fund to "...be expended by the Board for constructing, reconstructing, maintaining or improving access roads within localities to economic development sites on which manufacturing, processing, research and development facilities, distribution centers, regional service centers, corporate headquarters, or other establishments that also meet basic employer criteria as determined by the Virginia Economic Development Partnership in consultation with the Virginia Department of Small Business and Supplier Diversity will be built under firm contract or are already constructed …" or, "in the event there is no such establishment …, a locality may guarantee to the Board by bond or other acceptable device that such will occur and, should no establishment or airport acceptable to the Board be constructed or under firm contract within the time limits of the bond, such bond shall be forfeited."; and

WHEREAS, the Front Royal Town Council has, by appropriate resolution, requested Economic Development Access Program funds to assist in providing adequate access to serve IT Federal, LLC to be located off Kendrick Lane, and said access is estimated to cost $800,000; and

WHEREAS, IT Federal, LLC has been determined by the Virginia Economic Development Partnership to be a qualifying establishment meeting the basic employer criteria under the provisions of § 33.2-1509 of the *Code of Virginia*; and

WHEREAS, the proposed IT Federal facility is expected to result in approximately $40 million in capital investment and employment of 600 persons; and

WHEREAS, it appears that this request falls within the intent of § 33.2-1509 of the *Code of Virginia* and complies with the provisions of the Commonwealth Transportation Board's (CTB) policy on Economic Development Access.

NOW, THEREFORE, BE IT RESOLVED, that $650,000 ($500,000 unmatched, $150,000 matched) of the Economic Development, Airport and Rail Access Fund be allocated to assist in providing adequate access to IT Federal in the Town of Front Royal, Project ECON- 112-170, N501 contingent upon:

1. All right of way, environmental assessments and remediation, and utility adjustments being provided at no cost to the Commonwealth; and
2. Execution of an appropriate contractual agreement between the Town of Front Royal (LOCALITY) and the Virginia Department of Transportation (VDOT), to provide for the:
   a. design, administration, construction and maintenance of this project; and
   b. payment of all ineligible costs, and of any eligible costs in excess of this and any other approved allocation for this economic development project, from sources other than those administered by VDOT; and
   c. provision by the LOCALITY of either i) documentation of at least $3,250,000 of eligible capital outlay by IT Federal on the site served by this project, or, should documentation of capital outlay by IT Federal be insufficient, ii) an appropriate bond, or other acceptable surety device, by the LOCALITY to VDOT, not to expire before March 7, 2022, without written permission of VDOT. Such surety device shall provide for reimbursement to VDOT of any expenses incurred by the Economic Development, Airport and Rail Access Fund for this project's construction not justified by the eligible capital outlay of establishments served by the project. If, by December 7, 2021, at least $3,250,000 of eligible capital outlay on parcels served exclusively by this project has not been expended or committed by firm contract by a qualified establishment or establishments, then an amount equal to 20% of the eligible capital outlay of up to $3,250,000 will be credited toward the allocation utilized in the project's construction and the balance of the utilized allocation not justified by eligible capital outlay will be returned to VDOT and the Economic Development, Airport and Rail Access Fund. This surety may be released or reduced accordingly at an earlier date upon provision of documentation of eligible capital outlay by a qualified establishment, or establishments; and
3. Determination by VDOT of eligible capital outlay in accordance with current policy and procedures for administering the Economic Development Access Program.

####

TOWN OF FRONT ROYAL
OFFICE OF THE TOWN MANAGER
ADMINISTRATION BUILDING
P.O. BOX 1560
FRONT ROYAL, VIRGINIA 22630-1560

STEVEN M. BURKE, PE
Town Manager
(540) 635-8007
(540) 636-7475 (Fax)
sburke@frontroyalva.com

June 30, 2016

Steven Damron
VDOT - Staunton District
811 Commerce Road
Staunton VA 24401-9029

RE: Economic Development Access Grant Application
Main Street Extension - Avtex/Royal Phoenix Property

Dear Mr. Damron:

The Town of Front Royal working with the Front Royal/Warren County Economic Development Authority (EDA) respectfully submits this application for the extension of Main Street through the Avtex/Royal Phoenix Property to facilitate the EDA's redevelopment of Lot 6 by IT Federal.

The Avtex/Royal Phoenix Property is a 433 acre site that has recently been reclaimed from Superfund status. Approximately 117 acres of the site is suitable for development as commercial and light industrial investment. The EDA has established an agreement to sell Lot 6, a 30 acre parcel, to IT Federal, LLC for commercial development with a mixture of technology services and the associated commercial development to support a technology park.

IT Federal, LLC has estimated that their development of Lot 6 will include a $40 million investment and bring 600 new jobs to the area.

In order to facilitate their purchase of the property and its development, the Town will need to construct a road to access the Avtex/Royal Phoenix property. The Town proposes to construct a two lane road through the Avtex/ Royal Phoenix property beginning at Kendrick Lane on the north end to ultimately extend to Kerfoot Avenue on the south end. The entire project is estimated at $2.5 million.

In order to advance the development of Lot 6, the Town is requesting participation in the Economic Development Access Grant program to construct an access road from Kendrick Lane through approximately the first third of the property. The Town will commit $150,000 to be matched by the Access Grant program for a total grant request of $650,000.

Attached, please find the Resolution from our Town Council, a schematic plan for the road and a preliminary typical section.

If you need anything further to process this application, please let me know.

Sincerely,

Steve Burke, PE
Town Manager

Town of Front Royal, Virginia

RESOLUTION FOR APPLICATION VDOT ECONOMIC DEVELOPMENT ACCESS MAIN STREET EXTENSION

WHEREAS, the Town of Front Royal desires to assist in the development of the Avtex/Royal Phoenix property for the purpose of economic development located of Kendrick Lane in the Town of Front Royal; and,

WHEREAS, IT Federal has purchased Lot 6 (30 acres) located in the Town of Front and will soon enter into a firm contract to construct its facilities on that property for the purpose of providing technology based services to the United States Government; and,

WHEREAS, the new facility is expected to involve new private capital investment in land, building, and equipment of approximately $40 million and the IT Federal project is expected to bring 600 new jobs; and,

WHEREAS, operation are expected to begin at this new facility on or about January 1, 2017; and,

WHEREAS, the subject property has no access to a public street or highway and will require the construction of a new roadway to connect with Kendrick Lane; and,

WHEREAS, the Town of Front Royal hereby guarantees that the necessary environmental analysis, mitigation, and fee simple Right-of-Way and utility relocations, adjustment, and construction for this improvement will be provided at no cost to the Economic Development, Airport, and Rail Access Fund; and,

WHEREAS, the Town of Front Royal acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to any construction activity on the project as a condition of the use of the Economic Development Airport, and Rail Access Fund;and

WHEREAS, the Town of Front Royal hereby guarantees that all ineligible project costs and all costs not justified by eligible capital outlay will be provided from sources other than those administered by the Virginia Department of Transportation.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby requests that the Commonwealth Transportation Board provide Economic Development Access Program funding to provide an adequate road to this property; and,

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Front Royal, Virginia hereby authorize the Town Manager and/or his designee to act on behalf of the Town Council to execute any and all documents necessary to secure the funding sought through the Economic Development Access Program up to, but not exceeding $650,000.00 state funds.

Adopted this 13th day of June, 2016

APPROVED:

Timothy W. Darr, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council on 6-13- 2016 upon the following recorded vote:

Hollis L. Tharpe	Yes/No	Bret W. Hrbek	Yes/No
Eugene R. Tewalt	Yes/No	Bébhinn C. Egger	Yes/No
John P. Connolly	Yes/No	Jacob L. Meza	Yes/No

Approved as to Form and Legality:

Douglas W. Napier, Esq., Town Attorney
Date: 6-13-16

CONSENT AGENDA
A. COUNCIL APPROVAL – Request to Use Trolley – Humane Society of Warren County
B**. COUNCIL APPROVAL – Resolution for Application for Main Street Extension**
C. COUNCIL APPROVAL – Resolution for Town Employee Appreciation Week

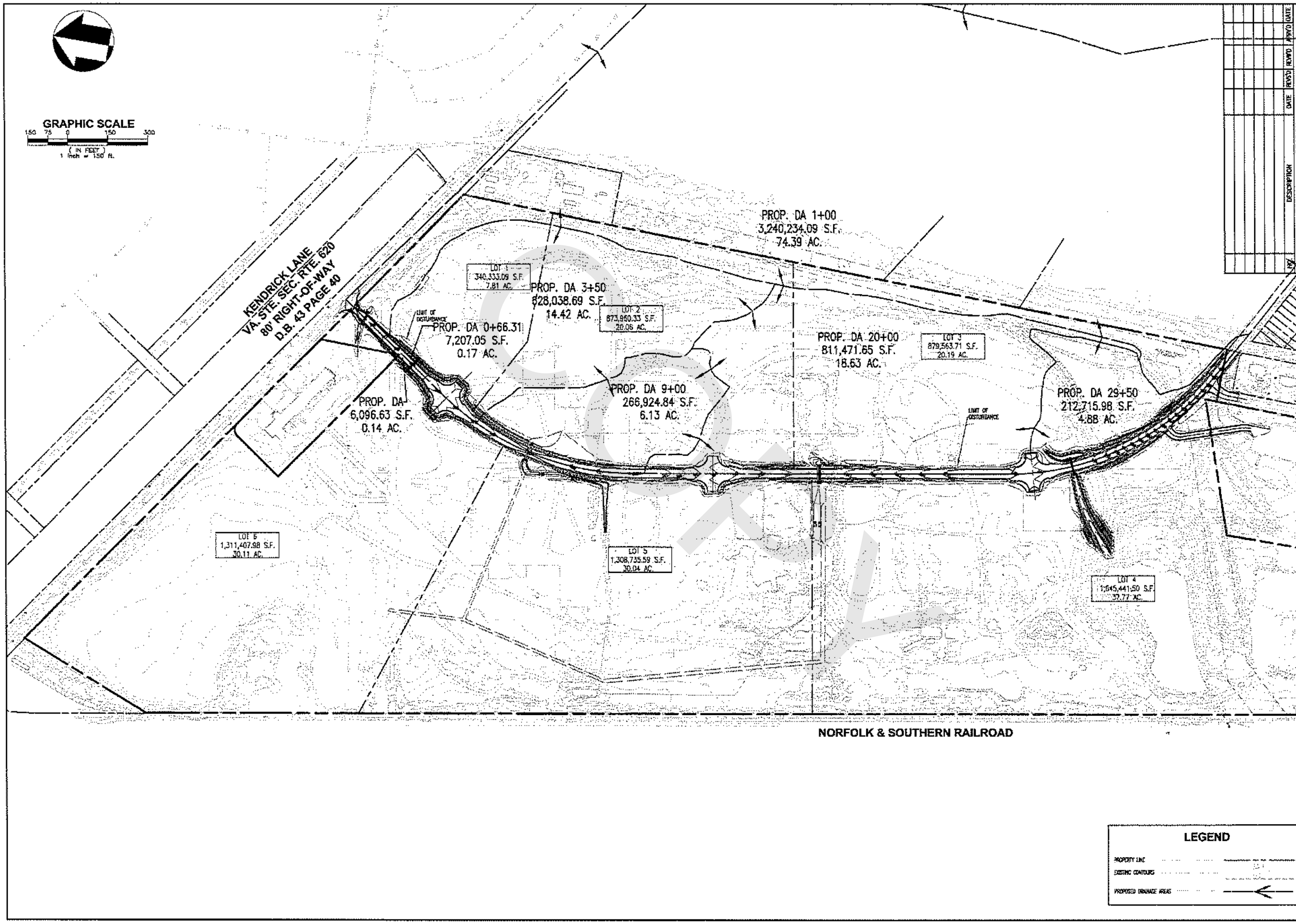
Councilman Tewalt moved, seconded by Councilman Egger that Council adopt the Consent Agenda as presented that Council adopt the Consent Agenda as presented.

Vote: Yes – Connolly, Egger, Hrbek, Meza, Tewalt and Tharpe
No – N/A
Abstain – N/A
Absent – N/A
(Mayor Darr did not vote as there was no tie to require his vote)
(By Roll Call)

I, **Jennifer E. Berry**, certify that this is a complete and accurate copy of the Council vote.

J. Berry
Jennifer E. Berry, Clerk of Council

6/27/2016
Date



NO.	DESCRIPTION	DATE	REVS'D	REVW'D	APRV'D	DATE

REVISION

PROFESSIONAL SEAL

COMMONWEALTH OF VIRGINIA
MICHAEL S. STICKLEY
Lic. No. 031162
PROFESSIONAL ENGINEER

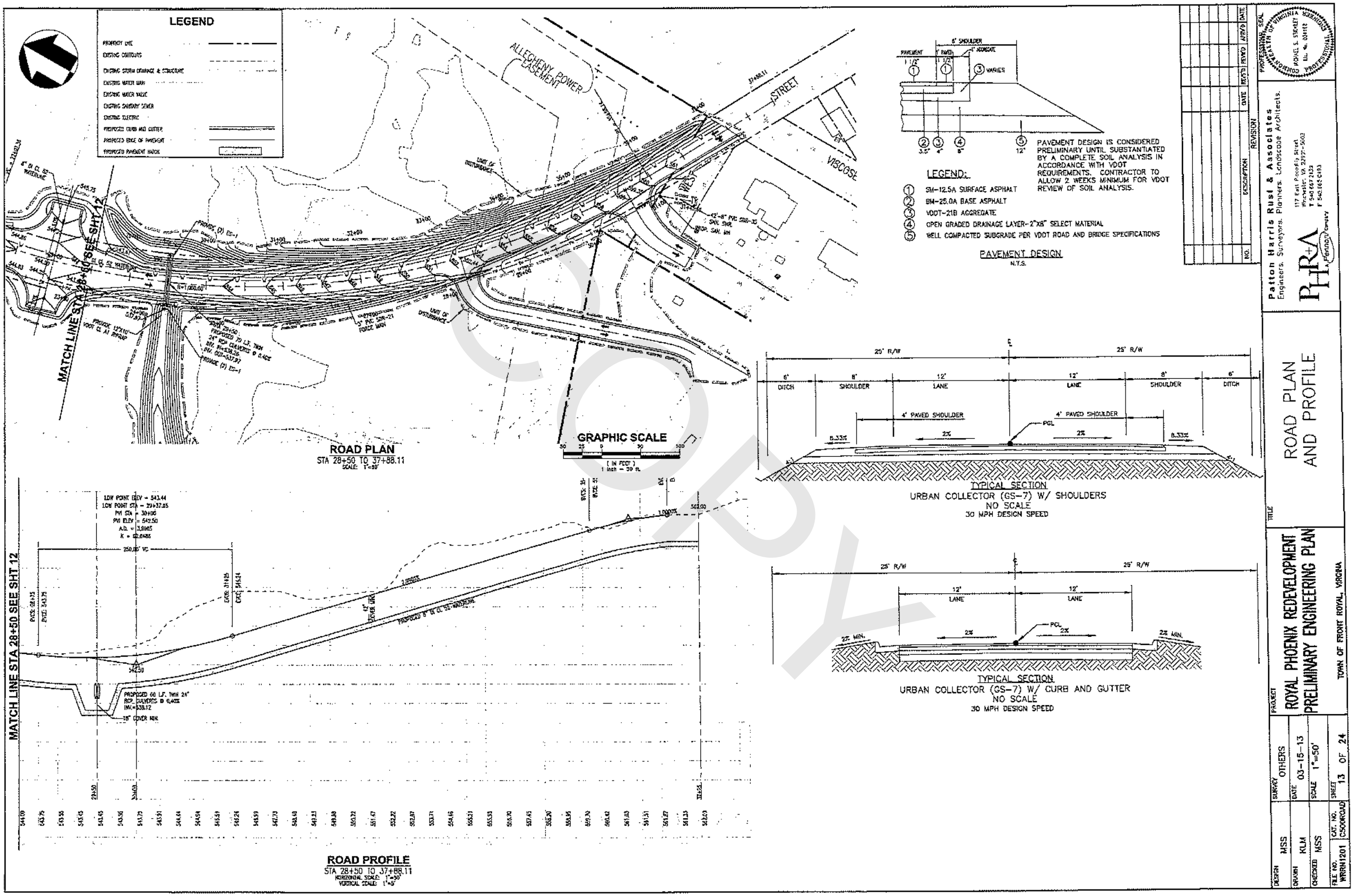
Patton Harris Rust & Associates
Engineers. Surveyors. Planners. Landscape Architects.
117 East Piccadilly Street
Winchester, VA 22601-5002
T 540.667.2139
F 540.665.0493

PHRA
A Pennoni Company

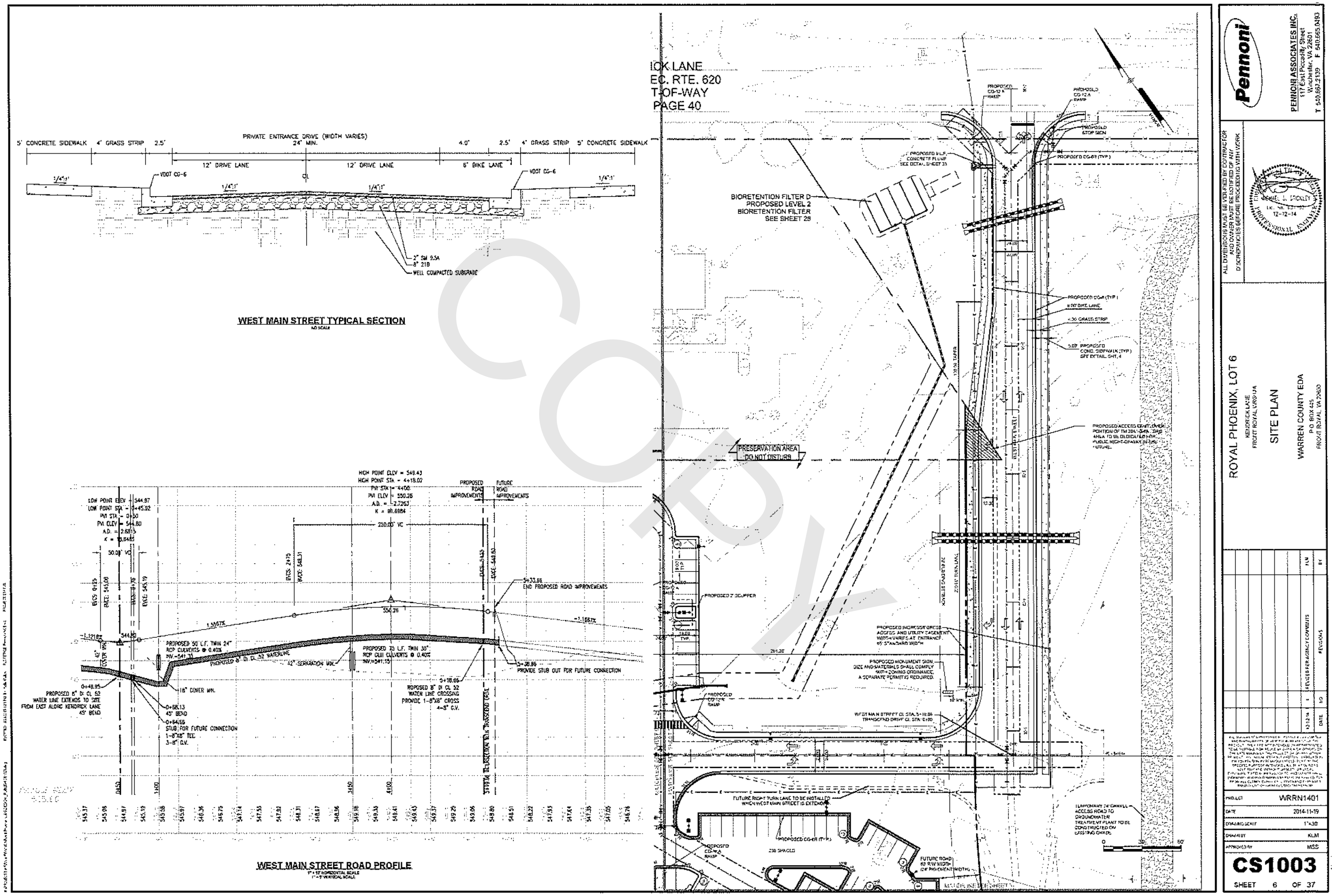
TITLE
DRAINAGE AREA MAP
(PROPOSED CONDITIONS)

PROJECT
ROYAL PHOENIX REDEVELOPMENT
PRELIMINARY ENGINEERING PLAN
TOWN OF FRONT ROYAL, VIRGINIA

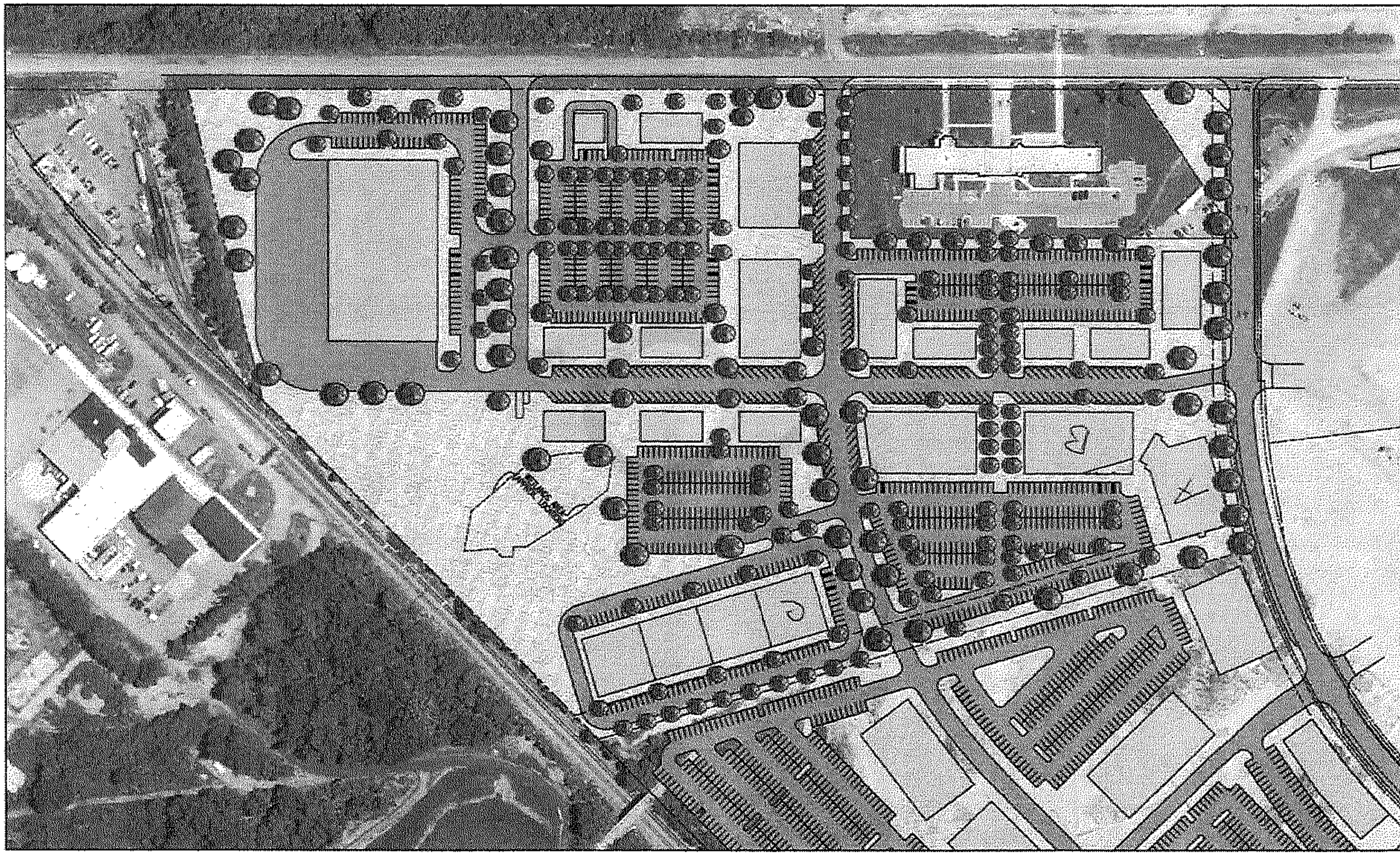
DESIGN	MSS	SURVEY	OTHERS
DRAWN	KLM	DATE	03-15-13
CHECKED	MSS	SCALE	1"=150'
FILE NO. WRRH1201	CAT. NO. C1000AMAPS	SHEET	5 OF 24



LEGEND
PROPERTY LINE
EXISTING CONTOURS
EXISTING STORM DRAINAGE & STRUCTURE
EXISTING WATER MAIN
EXISTING WATER VALVE
EXISTING SANITARY SEWER
EXISTING ELECTRIC
PROPOSED CURB AND GUTTER
PROPOSED EDGE OF PAVEMENT
PROPOSED PAVEMENT HATCH
ALLEGHENY POWER EASEMENT
STREET
VISCOSE
LIMIT OF DISTURBANCE
MATCH LINE STA 28+50 SEE SHT 12
ROAD PLAN
STA 28+50 TO 37+88.11
SCALE: 1"=30'
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
LOW POINT ELEV = 543.44
LOW POINT STA = 29+37.85
PVI STA = 30+00
PVI ELEV = 542.50
A.D. = 3.9965
K = 62.0486
250.00' VC
PROPOSED 60 L.F. TWIN 24" RCP CULVERTS @ 0.40%
INV.=538.12
18" COVER MIN.
MATCH LINE STA 28+50 SEE SHT 12
ROAD PROFILE
STA 28+50 TO 37+88.11
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=5'
PAVEMENT
1" PAVED
8' SHOULDER
4" AGGREGATE
VARIES
PAVEMENT DESIGN IS CONSIDERED PRELIMINARY UNTIL SUBSTANTIATED BY A COMPLETE SOIL ANALYSIS IN ACCORDANCE WITH VDOT REQUIREMENTS. CONTRACTOR TO ALLOW 2 WEEKS MINIMUM FOR VDOT REVIEW OF SOIL ANALYSIS.
LEGEND:
1 SM-12.5A SURFACE ASPHALT
2 BM-25.0A BASE ASPHALT
3 VDOT-21B AGGREGATE
4 OPEN GRADED DRAINAGE LAYER-2"X8" SELECT MATERIAL
5 WELL COMPACTED SUBGRADE PER VDOT ROAD AND BRIDGE SPECIFICATIONS
PAVEMENT DESIGN
N.T.S.
25' R/W
6' DITCH
8' SHOULDER
12' LANE
4' PAVED SHOULDER
PGL
2%
8.33%
TYPICAL SECTION
URBAN COLLECTOR (GS-7) W/ SHOULDERS
NO SCALE
30 MPH DESIGN SPEED
2% MIN.
TYPICAL SECTION
URBAN COLLECTOR (GS-7) W/ CURB AND GUTTER
NO SCALE
30 MPH DESIGN SPEED
REVISION
NO. DESCRIPTION DATE
Patton Harris Rust & Associates
Engineers. Surveyors. Planners. Landscape Architects.
PHR+A
117 East Piccadilly Street
Winchester, VA 22601-5002
T 540.667.2139
F 540.665.0493
PROFESSIONAL SEAL
COMMONWEALTH OF VIRGINIA
MICHAEL S. STICKEL
PROFESSIONAL ENGINEER
ROAD PLAN AND PROFILE
PROJECT
ROYAL PHOENIX REDEVELOPMENT
PRELIMINARY ENGINEERING PLAN
TOWN OF FRONT ROYAL, VIRGINIA
DESIGN MSS
DRAWN KLM
CHECKED MSS
SURVEY OTHERS
DATE 03-15-13
SCALE 1"=50'
FILE NO. WRRN1201
CAT. NO. CSOORD
SHEET 13 OF 24
COPY



WEST MAIN STREET TYPICAL SECTION
5' CONCRETE SIDEWALK
4' GRASS STRIP
PRIVATE ENTRANCE DRIVE (WIDTH VARIES)
24' MIN.
12' DRIVE LANE
6' BIKE LANE
VDOT CG-6
2" SM 9.5A
8" 21B
WELL COMPACTED SUBGRADE
WEST MAIN STREET ROAD PROFILE
HIGH POINT ELEV = 549.43
HIGH POINT STA = 4+18.02
PROPOSED ROAD IMPROVEMENTS
FUTURE ROAD IMPROVEMENTS
5+33.66
END PROPOSED ROAD IMPROVEMENTS
PROVIDE STUB OUT FOR FUTURE CONNECTION
PROPOSED 50 L.F. TWIN 24" RCP CULVERTS @ 0.40%
PROPOSED 75 L.F. TWIN 30" RCP CULVERTS @ 0.40%
18" COVER MIN.
PROPOSED 8" DI CL 52 WATER LINE EXTENDS TO SITE FROM EAST ALONG KENDRICK LANE 45' BEND
STUB FOR FUTURE CONNECTION
PROPOSED 8" DI CL 52 WATER LINE CROSSING
BIORETENTION FILTER D PROPOSED LEVEL 2 BIORETENTION FILTER SEE SHEET 29
PRESERVATION AREA DO NOT DISTURB
PROPOSED CG-12 A RAMP
PROPOSED STOP SIGN
PROPOSED CG-6 (TYP.)
PROPOSED MONUMENT SIGN. SIZE AND MATERIALS SHALL COMPLY WITH ZONING ORDINANCE. A SEPARATE PERMIT IS REQUIRED.
FUTURE RIGHT TURN LANE TO BE INSTALLED WHEN WEST MAIN STREET IS EXTENDED
PROPOSED CG-6R (TYP.)
230 SPACES
FUTURE ROAD
PAGE 40
ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK
Pennoni
PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493
ROYAL PHOENIX, LOT 6
KENDRICK LANE
FRONT ROYAL VIRGINIA
SITE PLAN
WARREN COUNTY EDA
P.O. BOX 425
FRONT ROYAL, VA 22630
REVISED PER AGENCY COMMENTS
REVISIONS
PROJECT WRRN1401
DATE 2014-11-19
DRAWING SCALE 1"=30'
DRAWN BY KLM
APPROVED BY MSS
CS1003
SHEET 6 OF 37



IT FEDERAL, LLC
FAIRFAX COUNTY, VIRGINIA

ROYAL PHOENIX BUILDING I
FRONT ROYAL, VIRGINIA

NORITAKE
associates

COUNCIL REGULAR WORK SESSION
AGENDA STATEMENT

Meeting Date: July 14, 2025 **Item# 05**

Agenda Item: Alley Vacation Request: Aaron Hike

Summary: The applicant is seeking the vacation of an unimproved alley North and East side of property abutting 1516 North Royal Avenue.

Town Council has reviewed this same vacation request twice, with the second being approved. The conditions of the second request were unable to be met within the 120-day time limit therefore voiding the vacation.

Application and survey are attached.

Budget/Funding: N/A

Staff Recommendation: Council is requested to discuss options to move vacation forward to a public hearing or deny the request.

VACATION OF STREETS AND ALLEYS and OTHER TOWN RIGHTS-OF-WAYS APPLICATION

APPLICANT INFORMATION
(please print)

Name Aaron Hike

Mailing Address 417 N Royal Ave.

Front Royal, VA 22630

Phone # [redacted] **E-mail** hikeconstruction@gmail.com

VACATION INFORMATION

Description (please select all that apply)

☐ **Street/Portion of Street**

☒ **Alley/Portion of Alley**

☐ **Other** *(please specify)* ______

Location

North and East side of property abuiting 1516 N Royal Ave., Front Royal VA 22630

Reason for request

Property is currently maintained by us, setback is unusually wide

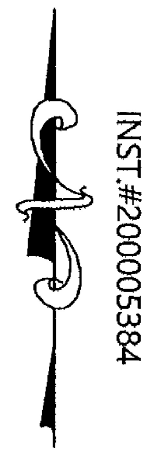
☒ **Current Plat Attached Showing Property to be Vacated**

Applicant's Signature ______ Date 4/17/2025

Completed application shall be returned by mail or delivery to:
Town Manager's Office, Town Hall, 102 E. Main Street, P.O. Box 1560, Front Royal, VA 22630
Additional Information: Town Manager's Office (540)635-8007, Monday-Friday, 8:00am – 5:00pm

TOWN ALLEY SURVEY, NORTH RIVER DISTRICT, TOWN OF FRONT ROYAL, WARREN COUNTY, VIRGINIA		
SCALE: 1" = 50'	*DATE:* AUG. 24, 2020	*DRAWN BY:* PMH
JOB: W20-80	*PAPER SIZE* 8.5" x 14"	*SHEET:* 1 OF 1
CLIENT: TOWN OF FRONT ROYAL		
DRAWING FILE: TOWN ALLEY.dwg		

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



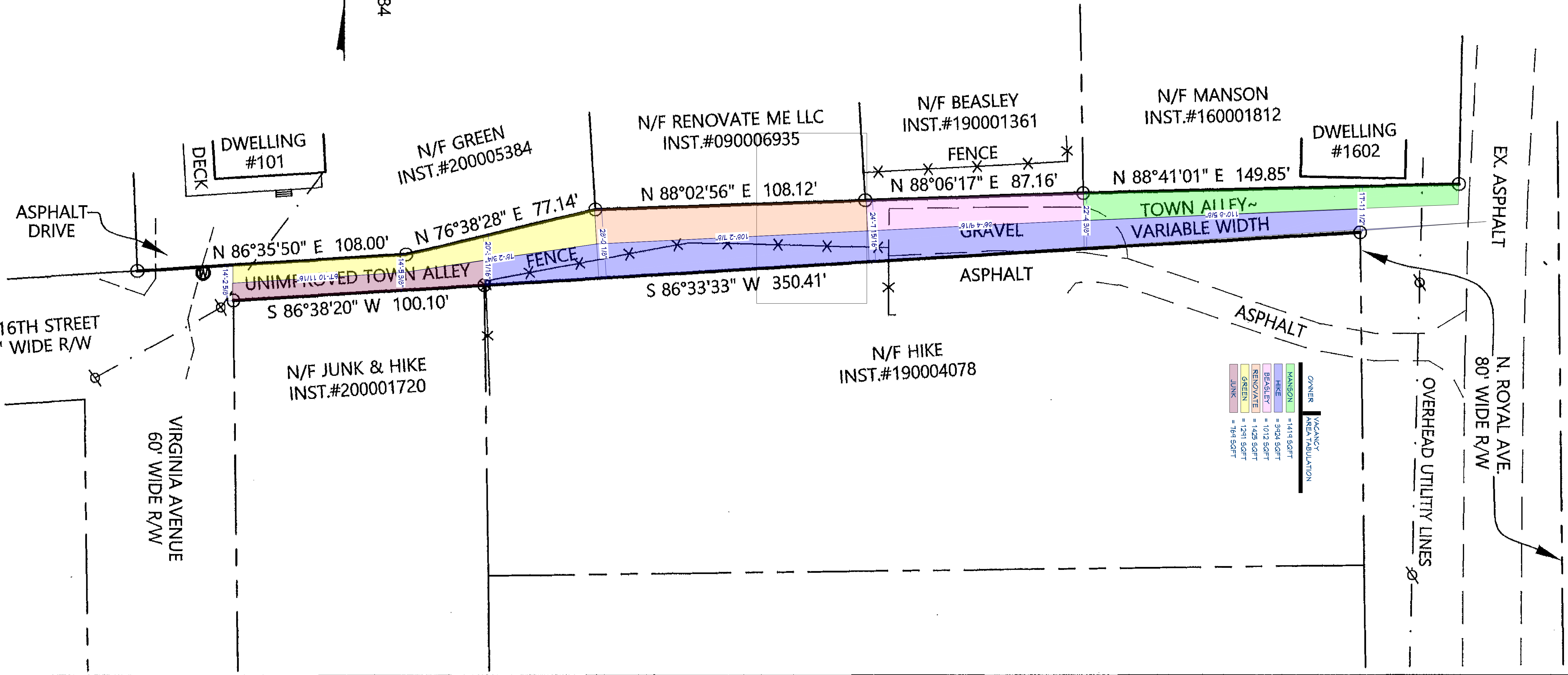
LEGEND

○= IRON PIN FOUND
Ⓦ= WATER METER
⌀= UTILITY POLE

0 50 100 150

NOTES:
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.

COMMONWEALTH OF VIRGINIA
8/24/20
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR



OWNER	VACANCY AREA TABULATION
MANSON	=1419 SQFT
HIKE	= 3924 SQFT
BEASLEY	= 1012 SQFT
RENOVATE	= 1425 SQFT
GREEN	= 1291 SQFT
JUNK	= 769 SQFT

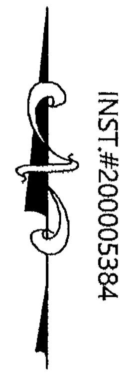
TOWN ALLEY SURVEY,
NORTH RIVER DISTRICT,
TOWN OF FRONT ROYAL,
WARREN COUNTY, VIRGINIA

SCALE:	DATE:	DRAWN BY:
1" = 50'	AUG. 24, 2020	PMH
JOB:	PAPER SIZE	SHEET:
W20-80	8.5" x 14"	1 OF 1

CLIENT: TOWN OF FRONT ROYAL

DRAWING FILE: TOWN ALLEY.dwg

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



LEGEND

○= IRON PIN FOUND
Ⓦ= WATER METER
⌀= UTILITY POLE

0 50 100 150

NOTES:
1. THE LAND BOUNDARY SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
2. NO TITLE REPORT WAS FURNISHED. THESE PROPERTIES ARE SUBJECT TO ANY ADDITIONAL EASEMENTS AND/OR COVENANTS THAT MAY NOT BE SHOWN HEREON.

COMMONWEALTH OF VIRGINIA
8/24/20
PRESTON M. HUMPHREYS
Lic. No. 3232
LAND SURVEYOR