



TOWN COUNCIL REGULAR WORK SESSION
MONDAY, August 11, 2025 @ 7:00PM
Town Hall Conference Room

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

1. Appoint Clerk for Tonight's Meeting

I move that Council appoint Hillary Wilfong as Clerk pro tempore for tonight's work session August 11, 2025.

2. Roll Call

3. Downtown Front Royal, Inc. Presentation by Ellen Aders (No Coversheet)

4. NEW BUSINESS

A. Clarifier Launder Covers for Wastewater Treatment Plant – *Michelle Campbell*

B. Prospect Street Bridge Replacement Engineering Services – *Michelle Campbell*

C. Enterprise Resource Planning Software – *B.J. Wilson*

D. Enterprise Resource Planning Software Project Management – *B.J. Wilson*

E. Merchant Services – *B.J. Wilson*

F. Authorization for Town Manger to Execute Participation and Release Form for the Town to be Considered for Initial Participation Calculations and Payment Participation Under the Purdue Direct Settlement of Opioid Related Claims – *George Sonnett*

5. CLOSED MEETING

6. Adjourn



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025

Item# 04A

Agenda Item: Clarifier Launder Covers for Wastewater Treatment Plant

Summary: Council is requested to approve the purchase of two (2) Secondary Clarifier Launder Covers, installation, and additional a 3 year warranty from Sherwood Logan of Richmond, Va., as a sole source procurement in accordance with V.P.P.A. guidelines, in the amount of \$99,700.

On Thursday, August 7, 2025, the Purchasing Department received a request from the Wastewater Treatment Plant, requesting the procurement of the clarifier covers. Installation of the clarifier covers will greatly inhibit algae growth, thus improving effluent turbidity values, saving costs of the procurement of polymer chemicals and reducing the recurring damage to the UV disinfection system, caused by algae strands.

Budget/Funding: The Wastewater Treatment Plan will provide a FY26 Budget Transfer to allocate necessary funds to the following line item:

9801-47001	Machinery & Equipment	\$99,700.00
------------	-----------------------	-------------

Staff Recommendation: Staff recommends for Council to approve as presented.



9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

Sherwood Logan
9710 Farrar Court, Suite, O
Richmond, Virginia 23236
804.560.5410

Wednesday, August 6, 2025

Mr. Nathan Ruggles
Town of Front Royal, Wastewater Manager

Dear Mr. Ruggles:

Please see the quote below for the secondary clarifier launder covers.

ITEM	QTY	DESCRIPTION
SECONDARY CLARIFIER LAUNDER COVERS FOR TWO CLARIFIERS	2	PROTECTOLITE FIBERGLASS REINFORCED PLASTIC (FRP) LAUNDER COVER FOR 63- FEET DIAMETER SECONDARY CLARIFIER APPROXIMATELY 396 LINEAR FEET OF LAUNDER COVERS, 48" W x 36" D x 1/4" THICK. 304 STAINLESS STEEL FASTENERS & HARDWARE INCLUDED, SEE ATTACHED DETAILED SCOPE AND PRODUCT LITERATURE

PRICING:

SUBTOTAL	\$86,700.00
FIELD SERVICE (2-DAYS)	\$7,000.00
ADDITIONAL 3 YEAR WARRANTY	\$4,000.00
FREIGHT/SHIPPING:	PP&A (\$2,000 ESTIMATED)
TOTAL PRICE, WITH EST. FREIGHT:	\$99,700.00

SPARE PARTS:

None.

EXECUTION:

Installation by Others.

**MANUFACTURERS' REPRESENTATIVE FOR ENGINEERED INSTRUMENTATION,
PROCESS EQUIPMENT AND PUMPING SYSTEMS**
Headquarters: ANNAPOLIS, MD *Branch Office: LANGHORNE, PA*



9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

Field Service: Two (2) day and one (1) trip for field service shall be provided by manufacturer's service technician.

EQUIPMENT WARRANTY:

Two (2) year warranty on materials and workmanship with additional three (3) year warranty on materials and workmanship for a total of five (5) years.

DELIVERY:

Submittals, **2-4 weeks** from order; Delivery, **8-12 weeks** after approval.

NOTES:

1. Submittals and O&M manuals are provided.
2. See attached proposal from Protectolite and additional product information.

Please feel free to contact me at the telephone number listed above or 804-837-8526 (mobile) or at dzirkle@sherwoodlogan.com at your earliest convenience.

Sincerely,

Drew Zirkle, P.E., DBIA
Sales, Virginia Office

Attachment:

1. Protectolite detailed proposal and product literature.
2. Sherwood Logan & Associates Terms and Conditions.

LONG DESCRIPTION QUOTATION FORM

To: Nathan Ruggles	From: Andrew Szasz
Company: Town of Front Royal	Email: aszasz@protectolite.com
Email: nruggles@frontroyalva.com	Your Reference:
Phone: 540.305.1017	Our Reference: 25-191 Rev 1
Fax: N/A	Date: August 6, 2025
Re: Front Royal VA – LC	Closing:

We are pleased to provide Protectolite Composites Inc's **Pricing & scope of Supply** (2) Tanks 63' ft DIA FRP Launder Covers, Density Baffles, Weirs. Scope is based on information provided July 9 2025.

Protectolite™ FRP wastewater components for the clarification process are modular in design; they are made of Protectolite FRP composite and are suitable for outdoor exposure in wastewater environments. They have been installed all over North America from the deep south of El Paso, Texas to the near north of Ft. McMurray, Alberta; *for over 20+ years*, Protectolite™'s FRP wastewater products have met the tough requirements of the wastewater environment.

- *All Protectolite™ FRP components are matched-die-molded, precision made, under high heat & pressure.*
- *All FRP components are designed and manufactured by Protectolite™ Composites.*

Weirs, baffles and troughs



Density current baffles



Pro'Deck Covers



Launder Covers



Protectolite FRP Launder Covers: are modular in design and are made of Protectolite ¼” thick FRP. Covers will be grey in color.

- There will be 396’ lineal ft of launder covers
- Launder Covers will be made of hand-layup or vacuum infusion material in a non-walkable surface design system.
- Launder Covers will be 48’’ Wide x 36’’ Deep x ¼’’ FRP
- Covers will be supported from 304SS brackets or FRP brackets
- 304SS hardware and anchorage included
- 304SS cables, latches, handles included
- Covers will open toward the perimeter of the tank
- Resin will be Type I ISO Resin

Included in all the above items:

- Shop Drawings.
- Installation & Maintenance Manual.
- Anchors and hardware
- Covers Supports
- Calculations as specified
- Extended Warranty up to (5) Years
- 2 Days Site Visit
- Freight
 - *Freight is quoted based on daily rates and is subject to change based on real market prices at week of shipment.*

Extras.

- Neoprene gaskets
- Confirmation of site measurements.
- Local PE stamp, if required- \$3,000.00.
- Caulking and sealant.
- Assembly, storage & handling, and installation at site.

Delivery/lead times:

- Shop drawings will be prepared 4 weeks of receipt of the purchase order and confirmation/receipt of site drawings c/w all the tank dimensions.
- The delivery of the product will be suited to job requirements
- Delivery & shipping details can be finalized at time of order.

Quotation is valid for 60 days from date of issue.

We look forward to working with you on this WWTP project.

Yours truly,
Protectolite Composites Inc.
Andrew Szasz
President

Warranty Terms:

A. (i) Except as provided in paragraph B hereunder, Seller's sole warranty is that the Goods to be supplied hereunder shall be free and clear from defects in material and workmanship for a period of five (5) years (two (2) year standard warranty and three (3) extended warranty) from the date of Seller's shipment of Goods hereunder to Buyer. If any of the Goods furnished by Seller hereunder are defective within the warranty period, Seller's sole obligation shall be, at its option, to repair or replace, (but not to install), the Goods without cost to the Buyer, unless such defect is due to Buyer's misuse, abuse or neglect of such Goods or such Goods have been altered or repaired other than by Seller, in which case the warranty hereunder shall be void.

(ii) No claim will be allowed or be valid under this warranty unless Buyer notifies Seller of such claim in writing within 30 days after Buyer learns of facts giving rise to such claim. All of Seller's liabilities, if any, with respect to the Goods cease at that time, and no action for breach of Seller's warranties and duties based on actions occurring after such time may be brought. Buyer's failure to test, inspect and make a claim within such period shall be conclusive evidence that the Goods shipped were satisfactory in all respects and shall constitute a waiver of any such claim.

B. (i) Seller does not warrant that use of Goods will achieve any particular result. Seller's sole obligations and Buyer's sole remedies shall be stated as above.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS, OR FITNESS FOR A PARTICULAR PURPOSE.



LAUNDER COVERS



Reduce algae growth in clarifier feed channels with our lightweight, easy to install Launder Covers

Materials of Construction

Launder Covers are a composite of fiberglass reinforcements and a thermoset resin system. All components are produced by matched metal die molding processes.

Our standard Launder Cover consists of a light grey cover plate with grey structural supports utilizing a corrosion grade polyester resin system.

All Launder Covers are available in fire retardant and various resin grades and color combinations on special orders.

Features

- Reduce launder trough algae growth
- Side opening alternating cover panels
- Custom slopes
- Fit both round and square clarifiers
- Integral stainless steel hinge
- Excellent corrosion resistance
- UV resistant
- Easy to install
- Modular components
- Light weight
- Long service life
- Low maintenance

LAUNDER COVER SYSTEM



Convenient side opening panels incorporate a hinge that allows 180 degree movement for all hinged panels to open fully.

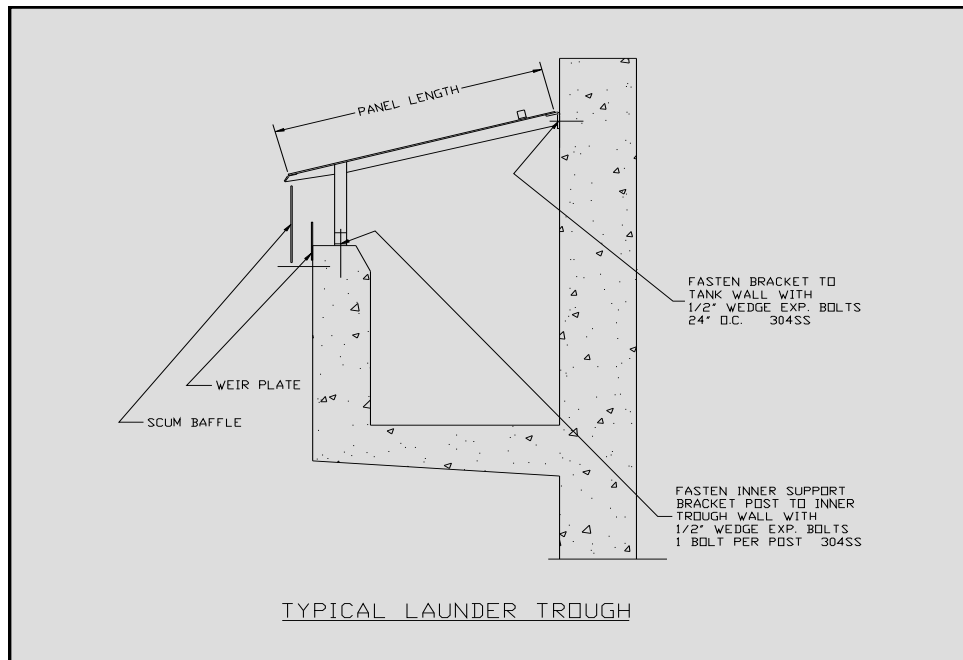
The Problem with Algae

Algae growth in the launder trough and on weir surfaces is unsightly and will eventually impede weir flow. In some plants, algae in the effluent can significantly reduce the system's overall efficiency. Algae removal and cleaning is a time consuming and costly issue for maintenance personnel.

Protectolite™ Composites FRP Launder Covers have been designed to inhibit algae growth in the launder trough and on weir surfaces by blocking sunlight. Without needed sunlight, algae growth is generally reduced to a light film that can be washed away with a hose. Constant cleaning by maintenance personnel is no longer necessary.

As well as improving the overall appearance and operation of the facility, Protectolite™ Composites FRP Launder Covers help protect launder troughs from ice, snow and debris accumulation.

DESIGN



Launder Cover Designs

Protectolite™ Composites offers flexible designs:

Protectolite™ Composites FRP side-opening launder cover. Protectolite's unique side to side opening design offers ease of access and safety benefits to plant operators. Protectolite™ Composites FRP open away from design can also be offered according to engineering design preference.

Both Protectolite™ Composites FRP launder cover designs offer:

- Fixed and non fixed cover panels with mounting locations for easy installation as a complete unit.
- Hinged cover panels with a stainless steel hinge attached to the fixed cover panel with four bolts.
- Cover latch handles are located and positioned for easy access by operator.
- Alternating hinged cover panels can open left or right or lie flat against an adjacent fixed panel when fully opened.
- Integrated UV protection throughout the panels.
- Support posts field mounted to top of inner trough wall.
- Special support section is mounted to both the outer tank and inner trough posts.

Other FRP products available from Protectolite™ Composites Inc.



Density Current Baffles



Pro'Deck Flat Cover



Weirs, Scum Baffles & Density Current Baffles



Launder Covers

LAUNDER COVERS



Corporate Head Office:

84 Rainside Road
Toronto, ON. M3A 1A3
Canada

Telephone: 416-444-4484

Fax: 416-444-4485

Email: kszasz@protectolite.com

Web: www.protectolite.com

Contact:

Karl Szasz

President

Email: kszasz@protectolite.com



WEIRS & BAFFLES

Notched and un-notched weir plates and specialty baffles for the water and waste water treatment industry.



PRO'DECK COVERS

Flat covers composed of interlocking planks for easy installation and long life.



PROTECTOLITE™
COMPOSITES INC.

**Composite parts for the
Water and Wastewater
Treatment Industry**

www.protectolite.com

Since 1952, Protectolite™ has been your trusted manufacturer of quality, corrosion-resistant, long-lasting composite parts for the Water and Wastewater Treatment Industry.

Protectolite™ components are precision-formed in matched metal die molds ensuring exact fit when installed on site. Our modular design allows for a high degree of component customization. It is easy to cut and install at the job site.

Our products boast a high strength-to-weight ratio and are 30% lighter weight than aluminum. Excellent corrosion-and UV-resistance make them ideal for outdoor use. In addition, they have a low coefficient of thermal expansion, and are easily molded into simple or complex shapes.



WEIRS, BAFFLES AND TROUGHS

The inherent properties of fiberglass reinforced polyester (FRP) Composites make our FRP weirs, baffles and troughs the ideal choice for use in water and wastewater applications.

- Excellent corrosion resistance
- High strength
- Lightweight
- Easy to install
- Long service life in all climates
- Low maintenance

Standard 8' lengths allow for easy configuration into any custom or standard sized tank.



DENSITY CURRENT BAFFLES

Improve the performance flow of your clarifier with our unique modular design.

- Custom designed baffle sections fit any tank configuration
- Lightweight and modular for easy installation and maintenance
- Separate FRP support brackets for ease of installation
- Custom fabricated to meet your needs

LAUNDER COVERS

Eliminate your algae concerns with our customized launder covers. Our unique modular design fits into any tank configuration.

- Covers can open to the side or toward the center of the tank
- Covers can be alternating open or fixed—or all can be opened
- Lightweight and modular for easy installation and maintenance
- Separate support brackets for fast and easy installation
- Custom fabricated to meet your needs



PRO'DECK COVERS

Eliminate odor emission concerns with our customized Pro'Deck flat tank covers. Our unique modular design fits into any tank configuration.

- Ideal for all types, shapes and sizes of clarifier tanks and ISO container configured water and wastewater treatment systems
- Superior algae and odor control—prevents freeze up and reduces tank contamination
- Molded-in, anti-skid surface will not fall or flake off
- Lightweight and modular for easy installation and maintenance
- Custom fabricated to meet your needs



Protectolite™ Composite Water and Wastewater Industry Product Installations

LAUNDER COVERS

- Mulvane, KS
- Fort Leonard Wood, MO - with Density Current Baffles
- Kearny, MO
- El Paso, TX
- Petersburg, VA
- Fort McMurray, AB
- Grande Prairie, AB
- Pine Creek, Calgary, AB

PRO'DECK FLAT FRP COVERS

- Bobcaygeon, ON - round tanks
- Grande Valley, ON
- Hamilton/Woodward, ON - with trough and auger covers
- Kapuskasing, ON
- New Tecumseth, ON - with rectangular tanks
- Victoria Harbor, ON
- Regina, SK

DENSITY CURRENT BAFFLES, WEIRS AND BAFFLES

- Snow Hill, MD
- Saginaw, MI
- Fort Leonard Wood, MO
- Lebanon, MO
- Rainier, OR
- Burlington Skyway, ON
- Grand Valley, ON
- Sault Ste. Marie, ON
- Simcoe, ON

WEIRS AND BAFFLES

- Miramar, FL
- Fulton County, GA
- Powell Points, NC
- Doswell, VA
- Okanagan, BC
- Hamilton/Woodward, ON - with inlet baffles
- Clarkson, ON
- Moose Jaw & Saskatoon, SK



PROTECTOLITE™
COMPOSITES INC.

GENERAL TERMS AND CONDITIONS OF SALE

PAYMENT TERMS	Unless otherwise agreed, terms are net 30 days from the date of invoice, subject to approved credit, continuously reviewed. BUYER agrees to pay SELLER without reference to BUYER'S contract with owner or others.
PRICES	All quoted prices are honored for 60 days. Clerical errors are subject to correction. The SELLER reserves right to amend quotation at any time prior to acceptance.
TAXES	Prices do not include sales, use, excise, or other taxes. When required by law, taxes will be billed and collected at time of shipment unless a valid exemption is provided to the SELLER.
EXECUTION	The SELLER does not begin work until purchase order is received and all terms and conditions of BUYER'S purchase order are accepted by the SELLER.
DELIVERY	The SELLER will use reasonable diligence in executing the BUYER'S requested delivery schedules and to obtain corresponding commitments from the SELLER'S suppliers.
FREIGHT	All equipment and supplies are sold FOB origin, freight allowed to first destination, prepaid, unless otherwise stated. The SELLER reserves the right to select the method of shipment, routing, and carrier. Any additional transportation costs are accepted by the BUYER. Any necessary claims against the carrier for damaged or lost goods will be filed by the BUYER.
WARRANTY	The SELLER for a period of twelve (12) months, warrants its products to be free from defects in material and workmanship under normal use and service when used as specified. This does not apply to products manufactured by the SELLER'S principals. In such cases, the manufacturer's warranty would apply. No liability is assumed by the SELLER for any labor, material costs associated with replacement, repair and/or removal of defective equipment unless previously approved by the SELLER.
LIMITATION OF LIABILITIES	The SELLER will accept no liquidated or consequential damage provisions. The SELLER functions as a material supplier and will not be a party to the BUYER'S agreement with owner or others. SELLER does not accept subcontract agreements.
BACKCHARGES	The SELLER shall not be liable for any charges incurred by BUYER for work, repairs, replacements, or alterations to the products without the SELLER'S prior written authorization and any adverse consequences resulting from such unauthorized work shall be BUYER'S full responsibility. The SELLER reserves the right to stop work until any backcharge issue is resolved.
SERVICE	System check-out and start-up is generally included, unless specifically excluded. However, these services will not be performed until ninety-five percent (95%) of purchase order price is paid. Three (3) weeks advance notice is required to arrange for start-up service. The BUYER'S failure to provide three (3) weeks notice of request for service may result in additional charges for emergency response. It will be the BUYER'S responsibility to ensure that water and electric service are installed and available. Should a Sherwood-Logan service technician arrive at the job site as scheduled and be unable to perform the work due to incomplete piping, water or electrical installation, the BUYER agrees to pay the SELLER for lost time at our prevailing rates.
NOT INCLUDED	The SELLER does not perform installation of field termination to any primary or secondary devices. Interconnecting pipes, wiring or special brackets are NOT INCLUDED.
CANCELLATION CHARGE	Upon cancellation by the BUYER of its purchase order for equipment and services described in this proposal, the BUYER agrees to compensate the SELLER for costs incurred in executing the contract.



9710 Farrar Court
Suite O
Richmond, Virginia 23236
804.560.5410

Page 2 of 2

FORCE MAJEURE; CHANGE OF LAW OR REGULATIONS	Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached Seller's agreement with Buyer, for any failure or delay in fulfilling or performing any term of such agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities (whether or not war is declared), terrorist threats or acts, riot, other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes, shortages or difficulties (whether or not relating to Seller's or its supplier's or sub-contractor's workforce), or restraints or delays affecting manufacturing or material sourcing, carriers, vehicles, or other inability or delay in obtaining or transporting supplies of adequate or suitable materials, telecommunication breakdown, power outage, or fuel or energy shortage (any of the foregoing, a "Force Majeure Event"). Seller shall notify Buyer of any Force Majeure Event and make commercially reasonable efforts to mitigate the same to the extent reasonably practicable, and the date of delivery or time for completion of performance, as the case may be, will be extended by a period of time reasonably necessary under the circumstances to overcome the effect of such Force Majeure Event. The parties acknowledge and agree that any changes of laws, regulations, or other governmental rules, procedures, processes or requirements that cause an increase in the cost of producing or delivering any products or services under or in connection with the Agreement or which occur after Seller accepts an order ("Governmental Changes") have not been reflected in the quoted or agreed prices. Seller reserves the right to require that the Buyer pay for any new, increased or additional tariffs, duties, levies, surcharges, or like items (however denominated or designated) ("New Governmental Charges") prior to the delivery of any such products or services. Buyer, not Seller, assumes the risk of Governmental Changes and New Governmental Charges.
---	--

https://vesscoinc-my.sharepoint.com/personal/jcasarotti_sherwoodlogan_com/Documents/2025 BIDS/signature closing.docx

***MANUFACTURERS' REPRESENTATIVE FOR ENGINEERED INSTRUMENTATION,
PROCESS EQUIPMENT AND PUMPING SYSTEMS***
Headquarters: ANNAPOLIS, MD ***Branch Office: LANGHORNE, PA***



SOLE SOURCE JUSTIFICATION FORM

Requesting Department: WUTC

Description of Commodities or Services: Final Clarifier
Algae Control Covers

On the lines below initial all entries that apply to this procurement.

 Original manufacturer's equipment or parts subject to specific patent or copyright
(Please attach supporting documentation)

 Equipment or parts not interchangeable with similar parts or equipment of
another manufacturer (Please attach supporting documentation)

 Original manufacturer's parts required to maintain equipment warranty
(Please attach copy of manufacturer's warranty)

 This is the only known equipment or part that meets the specialized needs of
this department or perform the intended function (Please attach explanation)

 This is the only known vendor that can perform the repair, maintenance, or render
the service. (Please attach supporting documentation)

 Commodities or services are only available from this vendor because of legal
requirements. (Please attach explanation)

 None of the above apply (Please attach explanation)

Based on the above, I request that competitive purchasing procedures be waived and that
the commodities or services be procured as a sole source procurement. I have obtained a
price quote from this sole source vendor and the price has been determined to be fair and
reasonable based on:

Circle one: History Cost of similar commodities or services

Published prices

Negotiated cost

The Town of Front Royal Procedures for Purchasing and Procurement Manual provides
that written notification of a sole source purchase must be posted in a designated public
area, published in a newspaper of general circulation, or posted on the Town of Front Royal
web site.

Initiator: [Signature]

Signature

Date: 8/7/25

Verification by Department Head: [Signature]

Signature

Wednesday, August 6, 2025

Sherwood-Logan and Associates
9710 Farrar Court, Suite O
Richmond, Virginia 23236
Attn: Drew Zirkle

Subject: Sales and Service Representation.

Drew,

This letter confirm that Sherwood Logan & Associates is Protectolite Composites' exclusive municipal wastewater and water representative in Maryland, District of Columbia, Virginia, Delaware and Eastern Pennsylvania, NYC Metro and New Jersey.

Sherwood Logan & Associates has exclusive and sole sourced rights to distribute, sell and promote Protectolite's™ FRP products. Products include but are not limited to FRP Launder Covers and other clarifier appurtenances, FRP Tank Covers & Baffle Walls.

If you have any questions, please do not hesitate to contact me

Protectolite Composites Inc

Charles Tomlinson – US Sales Manager Wastewater & Water
416.444.4484 ext. 250

Cc

Andrew Szasz – Business Analyst

Yong Lee – VP/GM

Karl Szasz - President



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025

Item# 04B

Agenda Item: E. Prospect Street Bridge Replacement Engineering Services

Summary: Council is requested to approve a task order with Mattern & Craig, Inc. for engineering services related to the replacement of the E. Prospect Street Bridge, in the amount of \$135,700. A detailed Scope of Services outlining the proposed work and associated costs is attached for reference.

This project is partially funded through the VDOT Revenue Sharing Program, with costs shared equally (50/50) between VDOT and the Town. Staff will return to Council with a Budget Amendment to allocate the necessary funds, when we return with a request to award a contract for the construction of the bridge.

Please find attached the recommendation letter and Scope of Services from Mattern & Craig, Inc.

Budget/Funding: Funding has been budgeted for and is available in the following line items:

4500-R47926	Highway Maintenance Bridge Repairs	\$135,700.00
-------------	------------------------------------	--------------

Staff Recommendation: Staff recommends approving the procurement as presented.



Town of Front Royal Public Works

MEMORANDUM

TO: Michelle Campbell, Manager of Purchasing

CC: B.J. Wilson, Director of Finance

FROM: Robert B Boyer, Public Works Director

DATE: August 1, 2025

SUBJECT: Recommendation to Award the Design, Bid documents
and Construction Administration for E. Prospect St Bridge.

The town recently received a task order under the on call civil engineering contract from Mattern Craig for the E. Prospect St bridge. This proposal for \$135,700.00 includes three different phases of the project which are the design phase services at \$79,100.00, bidding/ negotiation phases Services at \$8,400.00 and construction administration services \$48,000.00. We recommend proceeding with approving all three phases at the total amount of \$135,700.00. If this task order is approved in August, we plan to have the design phase completed and be ready for advertising by late September or early October 2025. This project is a VDOT Revenue Sharing project so it's 50/50 funding, we currently have \$1,877,791.00 between Town and VDOT funding for this project.

If you have any questions or need any further information, please contact me at 540-692-4789.

Thank You.

TASK ORDER NO. 1

EAST PROSPECT STREET SUPERSTRUCTURE REPLACEMENT

Scope of Services

Town of Front Royal, Virginia

July 28, 2025

Mattern & Craig is pleased to provide the following Scope of Services for Task Order No. 1 - East Prospect Street Superstructure Replacement. The project involves the superstructure replacement of the East Prospect Street Bridge over Happy Creek located in the Town of Front Royal, Virginia.

Task Order No. 1 is provided per the Town's request as a supplement to the original agreement "*RFP #2-2025 – On Call General Engineering Services*" between the Town of Front Royal, Virginia and Mattern & Craig dated July 23, 2025. This Scope of Services is based on discussions with the Town of Front Royal and the review of previous plans prepared by another consultant in 2022.

OVERVIEW

It is our understanding that the project is separated into the following three (3) phases – Design Phase, Bidding/Negotiation Phase, and Construction Phase. The Scope of Services presented in this document includes services required for all three (3) phases of the project.

The existing structure (Structure No. 1128002) is a two-span simple steel beam, timber deck crossing over Happy Creek located on East Prospect Street between North Commerce Avenue (Route 522) and Front Street. The existing bridge was constructed in 1937 and is approximately 48-feet long and 20-feet wide bearing on stone masonry abutments and a stone masonry center pier. It is our understanding that the project will involve the closure of the existing bridge and replacement of the existing superstructure (beams, deck and bridge railings). The existing abutments will be modified and re-used. The proposed bridge width will match the existing bridge width.

Based on the information provided, Mattern & Craig proposes to provide engineering services to assist the Town with the superstructure replacement of the existing bridge. The project deliverables are described herein.

The specific services to be provided for each phase include the following:

DESIGN PHASE SERVICES

Survey Services

All survey services for the project will be provided during the Preliminary Design Phase. The following survey services will be included:

1. Perform property research of approximately three (3) parcels.
2. Prepare and mail "Right of Entry" letters to adjoining property owners, if required.

3. Set two (2) permanent control and benchmark monuments in the vicinity of the project, and using GPS survey methods, tie the control into Virginia State Plane North Zone (NAD83/2011 and NAVD88)
4. Right-of-way Survey: Perform deed and plat research to identify configuration and property ownership of parcels. Perform partial survey of the boundary (locate property corners) of parcels within the project area. Plot parcels from deeds, plats, and other recorded instruments and reconcile data based on evidence found during the survey.
5. Survey limits shall include a variable width corridor topographic survey of East Prospect Street, starting at the intersection of Front Street and East Prospect Street and continuing east to the intersection of East Prospect Street and S. Commerce Avenue (Route 522).
6. Perform a detailed topographic survey of the project site area that will be suitable for use as the design base for the bridge structure.
7. The survey shall include the project area topography with contour intervals at 1-foot minimum and all visible improvements within project area.
8. Locate aerial and subsurface utilities including alignment, structures and pipe sizes. Elevations will be obtained on sanitary sewer manhole rims, invert in, invert out, sanitary laterals and cleanouts; storm drain rims, invert in, invert out; and culverts, invert in and invert out. Horizontal locations will be obtained on waterlines including water valves and water meters; gas lines including gas valves and gas meters; telecommunications lines; electric lines including overhead, underground, poles and guy wires; petroleum valves and fiber optic lines. Subsurface utility locations will be based on markings by "Miss Utility". Mattern & Craig will be responsible for coordination of utility markings with "Miss Utility" prior to survey field work.
9. Base Mapping: Compile results of the survey and import/integrate the field survey with other mapping (property data and key utility data) to create the finished design base mapping.
10. Easement Plats: Prepare up to three (3) easement plats for the adjacent properties, if required, that includes temporary or permanent right-of-way acquisitions for use by the Town.

Utility Coordination Services

This Scope of Services assumes that no in-plan utility design will be required for the project, i.e. water, sewer, etc. The services included below in the Design Phase are for coordination of the bridge work with electrical service poles and potential adjustments to manhole lid elevations in the approach roadway for utilities that are identified by the survey. The following utility coordination services will be included:

1. Review the utility information from the survey.
2. Identify all known utility owners within the project area and obtain the necessary contact information.

3. Determine expected utility conflicts based on the preliminary layout of the proposed superstructure replacement (to include all utilities). Consult with the Roadway design team for manhole lid elevation adjustments, if required.
4. Conduct one (1) virtual utility coordination meeting, if required.
5. Any utility adjustments will be shown on the Roadway Plan Sheet.
6. Prepare a Construction Cost Estimate.

Transportation Design Services

1. Roadway Design: Develop Final Roadway Design Plans for the proposed improvements to the East Prospect Street Bridge and associated approach roadway tie-ins in accordance with the *Overview* above and our understanding of the project. Design plans shall consist of the following:

- Title Sheet
- General Notes
- Typical Sections
- Roadway Sheet – layout, drainage, limits of construction, proposed right-of-way and easements, utility adjustments (if required), erosion and sediment control
- Roadway/Entrance Profile(s)

The plans will consist of plan sheets at 1:25 scale, profiles at 1:25 scale (horizontal) and 1:5 (vertical). Entrance profiles will be at 1:5 scale and cross sections will be a 1:10 scale.

2. Maintenance of Traffic (MOT)/Detour Plan: Utilizing the plans prepared by a previous consultant in 2022, re-create the MOT/Detour Plan for inclusion in the Mattern & Craig plan set. This Scope of Services assumes that the portion of East Prospect Street near the bridge will be closed for the duration of the construction. Coordinate the MOT/Detour Plan with the Town.
3. Construction Cost Estimate: Assist with the preparation of the Construction Cost Estimate by determining roadway and MOT pay item quantities and unit prices. The unit prices used will consider recent bid tabulations, including VDOT bid tabulations, on similar projects within the area.
4. Perform a QA review of the design calculations and the Final Roadway Design Plans.
5. Submit plans to the Town and other appropriate parties for review and comment. Make agreed upon revisions.
6. Finalize plans and specifications, including appropriate VDOT Special Provisions, for Advertisement.
7. Attend one (1) virtual design review meeting during the Design Phase.

Bridge Design Services

The bridge design portion of the work will be performed in general accordance with the following Virginia Department of Transportation (VDOT) and AASHTO documents:

- AASHTO LRFD Bridge Design Specifications, 8th Edition with Interim Revisions and Modifications
- VDOT Road and Bridge Specifications (2020)
- VDOT Road and Bridge Standards (2016)
- VDOT Structure & Bridge Division Design Manual

The proposed superstructure replacement will be designed for an AASHTO HL-93 load capacity. The following bridge design services will be included:

1. Obtain and review a copy of mapping and other available information in the vicinity of the bridge structure.
2. Coordinate the location of the existing bridge foundations with the survey.
3. Coordinate the horizontal and vertical alignment of the proposed superstructure replacement with the roadway design.
4. The proposed superstructure replacement will consist of steel beams and a concrete deck. Guardrail will be utilized for the bridge railing.
5. Coordinate bridge aesthetics with the Town.
6. Perform detailed design calculations for the proposed superstructure replacement. Optimize the steel beam sizes and confirm the concrete deck thickness and reinforcing.
7. Develop, as a minimum, for the Final Bridge Design Plans, the anticipated following sheets:
 - Plan & Elevation (1)
 - General Notes, Estimated Bridge Quantities & Index of Sheets (1)
 - Bridge Geometry & Sequence of Construction (1)
 - Abutments & Pier Modifications (1)
 - Transverse Sections (1)
 - Framing Plan (1)
 - Camber & Deflection Diagrams (1)
 - Superstructure Details (1)
 - Deck Plan, Elevations & Reinforcing Steel (1)
 - Bridge Railings (2)
8. Perform QA review of the design calculations and the Final Bridge Design Plans.
9. Attend one (1) virtual design review meeting during the Design Phase.
10. Submit copies of the Final Bridge Design Plans and all applicable VDOT Special Provisions to the Town and other appropriate parties for review and comment. Make agreed upon revisions.

11. Prepare a Construction Cost Estimate based on pay items and quantities at the Preliminary Design Phase.
12. Following approval of the Final Bridge Design Plans, finalize the plans, specifications, including appropriate VDOT Special Provisions, for Advertisement.

Stormwater / Drainage and Erosion & Sediment Control Design Services

1. The existing bridge has openings which allow stormwater to drain off the bridge deck and over the sides of the bridge directly into Happy Creek. Approach roadway uses shoulder and ditch arrangement to collect and convey stormwater runoff to Happy Creek. It is assumed that the proposed superstructure replacement and approach roadway will utilize a similar condition.
2. It is also understood that any existing storm drainage systems around the bridge are outside of the construction zone and will not be affected by the superstructure replacement or the approach roadway tie-in with the exception of potential stormwater manhole lid elevation adjustments.
3. The Design plans will recommend the proper method for handling elevation adjustments to the existing storm drain systems if required for grade tie-in. No new drainage features are anticipated.
4. Prepare design of erosion control measures and provide standard details as appropriate. Erosion control items will be shown on the Roadway Plan sheet.
5. Prepare a cost estimate for erosion control design.
6. Perform QA review of the erosion control items.
7. Incorporate Town and VDOT review comments and submit final storm drainage and erosion control design plans and specifications for Advertisement. Final submittal will include pay items, quantity summary sheets and updated costs.

BIDDING/NEGOTIATION PHASE SERVICES

Following the Advertisement of the project, the following services will be provided to assist the Town of Front Royal during the Bidding/Negotiation Phase of the project:

1. Attend and administer a Pre-Bid Meeting with the City and prospective bidders. This Scope of Services assumes that the Pre-Bid Meeting will be virtual.
2. Issue addenda as appropriate to clarify, correct and modify the project documents.
3. Assist the Town in responding to questions from prospective bidders prior to the bid opening and issue responses to questions in writing to all prospective bidders.

4. Following the bid opening, assist the Town in evaluating the bid, qualifications and past work references for the lowest responsive and responsible bidder. Provide the Town with a recommendation for award.
5. Assist the Town in preparing pre-award documents such as the Notice of Award and Agreement as necessary.

CONSTRUCTION PHASE SERVICES

Construction Administration Services

1. Attend and administer a Pre-Construction Conference.
2. Shop Drawing Review: Review and approve or take other appropriate action, shop drawings, samples and other data which the Contractor is required to submit for the project in accordance with the Contract documents. Such reviews and approvals or other action will not extend to the means, methods, techniques or procedures of construction or to the safety precautions and programs required of the Contractor.
3. Construction Coordination: Provide consultation and advice to the Town during the construction phase and respond to questions from the Contractor. Issue necessary clarifications and interpretations of the Contract documents as appropriate.
4. Review monthly pay applications and coordinate quantities with the Town.

Construction Engineering Inspection (CEI) Services

1. Perform site visits at intervals appropriate to the various stages of construction in coordination with the Town and the Contractor's schedule. Site visits will be made by experienced and qualified personnel of Mattern & Craig or our sub-consultants in order to observe the progress and quality of the various aspects of the Contractor's work. These services will be provided on a per site visit basis.
2. Mattern & Craig shall not, during the site visits or as a result of such observations of the Contractor's work progress, supervise, direct or have control over the Contractor's work nor have authority over or responsibility for the means, methods, techniques or procedures of construction or the safety precautions or programs selected by the Contractor.
3. Defective Work: Mattern & Craig shall advise the Client in writing to disapprove or reject the Contractor's work while it is in progress if Mattern & Craig believes such work is defective or will not produce a complete project that conforms generally with the Contract documents.
4. Limitations of Responsibility: Mattern & Craig shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any portion of the work. Mattern & Craig shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract documents.

5. Materials Testing: Mattern & Craig will contract with ECS Mid-Atlantic, LLC to provide the materials testing services for the bridge replacement required during the Construction Phase. These services will be provided on a per site visit basis.

EXCLUSIONS

Any item not specifically identified or expressed in writing in this Scope of Services as being performed or provided by Mattern & Craig or another member of the design team will not be performed. Items that are excluded from this Scope of Services include, but are not limited to, the following:

1. Coordination with VDOT
2. Geotechnical services during design or construction
3. Hydraulic/Hydrologic Analysis
4. Permitting Services
5. Stormwater Management
6. Utility Relocation
7. Environmental Services/SWPPP
8. Comprehensive Construction Engineering and Inspection (CEI) services
9. In-house fabrication shop inspection or approvals
10. Public meetings

TASK AND DELIVERABLE SCHEDULE

Upon Notice to Proceed, Mattern & Craig will provide the above referenced services as follows:

<i>Anticipated Notice to Proceed</i>	August 2025
<i>Design Phase</i>	120 days from Notice to Proceed
<i>Anticipated Advertisement Date</i>	December 2025
<i>Anticipated Begin Construction</i>	January/February 2026

FEE SCHEDULE

Basic Services

Based on the information provided herein, Mattern & Craig proposes to provide the above Scope of Services based on the lump sum fee of One Hundred Thirty-Five Thousand Seven Hundred Dollars (\$135,700.00). A breakdown of the fee is provided below.

Design Phase Services

Survey Services	\$14,100.00
Utility Coordination Services	\$2,800.00
Transportation Design Services	\$20,300.00
Bridge Design Services	\$38,600.00
Stormwater/Drainage and E&SC Design Services	<u>\$3,300.00</u>
<i>SUBTOTAL</i>	<i>\$79,100.00</i>

Bidding/Negotiation Phase Services *\$8,400.00*

Construction Phase Services

Construction Administration Services	\$20,000.00
Construction Engineering Inspection (CEI) Services *	<u>\$28,200.00</u>
<i>SUBTOTAL</i>	<i>\$48,400.00</i>

TOTAL FEE (ALL PHASES) *\$135,700.00*

** Note the Construction Engineering Inspection (CEI) Services included in this Scope of Services will be provided based upon the following fees per site visit. The table below provides the information assumed as part of this Scope of Services in order to provide a fee estimate. Please note that the fee per site visit below are based upon standard hourly rates for anticipated hours charged to the project including reimbursable expenses. Please note that laboratory testing is not included.*

Type of Site Visit	Estimated No. of Site Visits	Fee Per Site Visit	Estimated Fee
Engineering Site Visit (2 per month)	10	\$1,555.00/visit	\$15,550.00
Materials Testing (Half Day – 4 hours)	5	\$900.00/visit	\$4,500.00
Materials Testing (Full Day – 8 hours)	6	\$1,175.00/visit	\$7,050.00
Concrete Sample Pickup	5	\$220.00/visit	\$1,100.00

Please note that services of sub-consultants to Mattern & Craig are included based on the actual cost to Mattern & Craig times a 1.15 multiplier. Also, note that above fees include costs of direct expenses and reimbursable items.

Additional Services

Mattern & Craig proposes to provide any additional services that you may require on this project based on the above hourly rates determined by our payroll costs times a 2.6 multiplier plus expenses. Services of specialized sub-consultants, if required, will be provided based on the actual cost to Mattern & Craig times a 1.15 multiplier.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025 Item# 04C

Agenda Item: Enterprise Resource Planning Software

Summary: Council is requested to award a contract to Univerus Inc, a subsidiary of Blue Ocean Systems LLC, for enterprise resource planning software in the amount of \$662,366.63 for year one with annual subscription fees for years 2-5 in the amount of \$218,996.00 annually as shown below:

Implementation & Professional Service Fees -	\$448,189.59
Year 1 Subscription Fees -	<u>\$218,996.00</u>
Total Year One -	\$622,366.63
Year 2 Subscription Fees	\$218,996.00
Year 3 Subscription Fees	\$218,996.00
Year 4 Subscription Fees	\$218,996.00
Year 5 Subscription Fees	\$218,996.00

The Town's existing financial and utility billing software was originally installed in 2003 under the name of Pentamation, which changed over to Sungard around 2008-2010. The software was last upgraded in April 2016 under the name of Superion, and is now known as Central Square, Community & Finance Plus.

In April 2018, Town Council approved the purchase of Superion's new software package to accommodate Automated Metering Infrastructure. Staff worked with Superion toward implementation of the software but was unsuccessful. Superion changed their name to Central Square, the contract was terminated, and the Town was refunded. Currently, the Town remains on Central Square's software that was installed in 2016.

The Town contracted with Berry, Dunn, McNeil, & Parker LLC (aka Berry Dunn) to provide software consulting services for the Town to assist the Town in selecting a new Enterprise Resource Planning Software provider. The presentation following this cover sheet will provide a high-level overview of the extensive process Berry Dunn has performed in assisting the Town in selecting a new software provider. One of the primary goals for new software was to allow the Town to implement Automated Metering Infrastructure (A.M.I.) as well as more informative utility bills and more options for Town utility account holders. A list of some benefits the Town will gain with Univerus software follows this coversheet.

The Univerus software contract that is being proposed does not include software for billing of real estate and personal property taxes. The Town currently uses B.A.I. Municipal Software for the billing/cashiering of personal property & real estate software, which is able to receive files directly from the Warren County Commissioner of Revenue's Office. The Town intends to continue using BAI Municipal software for billing of real estate and personal property taxes at this time. Univerus has agreed to build a custom program to allow receipting of tax payments in the Univerus system, which will allow the Town to use one software for receipting, rather than the Town running two cashier systems as done currently.

Budget/Funding: Implementation & Professional Service fees are a one-time charge for installation, training, and conversion of the Town's existing data.

Year one funding as follows:

9417-R47001	Electric Meter Reading – Machinery & Equipment	\$622,366.63
-------------	--	--------------

Year 2-5 funding will be incorporated annually into future budgets under line item:

1204-43005	Information Technology – Maintenance Service Contract	\$218,996.00
------------	---	--------------

Staff Recommendation: Staff recommends for Town Council to award as presented.

BRIEF SUMMARY OF SOME UNIVERUS SOFTWARE BENEFITS

1. **Implementation of Automated Metering Infrastructure** – once additional infrastructure is installed, utility account holders will be able to see real time usage of utilities via the Town's website
2. **Additional payment methods** – utility account holders will be able to use the online self-service portal to pay via electronic check, credit/debit card, schedule/cancel auto-drafts
3. **Electronic bills** – utility account holders will be able to sign up for electronic invoices
4. **Email/Text Messages** – utility account holders will be able to sign up for electronic reminders for upcoming due dates/disconnect notices
5. **Utility Bill Format** – the Town will be able to fully customize utility bills, provide usage graphs, and other information as the Town desires.
6. **Consolidation of Accounts** – utility account holders will be able to login to the website and see/pay all utility accounts under one login.
7. **Initiate New Utility Account Online** – customers will be able to open new utility accounts online
8. **Electronic Time-Keeping** – employees will be able to clock-in/out using software
9. **Employee Self Service Portal** – employees will have access to their data online
10. **Learning Management** – departments will have the ability to develop training courses specifically for their departments and assign the courses to employees.
11. **Fixed Asset Tracking** – fixed assets can be tracked beginning with original purchase, work orders, repairs, labor, scheduled maintenance, warranties, GIS, and additional information can be tracked. Fixed asset tracking software has been a request by departments and the Town's auditors for a number of years. Fixed assets can be labeled with a bar code to be scanned, which can bring up the asset and all associated work/documents.
12. **Work Flows** – processes can be established in the software to require different levels of approval and track changes. For example, if an employee requests to purchase an item, the supervisor may need to approve before procurement can continue.
13. **Procurement** – all invoices can be scanned into software and approved electronically by departments; as well as be tied to payments that can be easily drilled down into in the software; which will alleviate having to manually pull documents.
14. **Vendor Self Service Portal** – vendors used by the Town will be able to submit required documents online, such as W-9's, payment information, insurance/bond information, etc.
15. **Departmental Financials Access** – all departments will have real-time access to corresponding financials and have the capability to drill down from budget line items down to the check detail and invoices for payments.
16. **Cloud Services** – the Town will not need to purchase additional computer servers.

Town of Front Royal ERP Procurement Process

B.J. Wilson

Town Finance Director



July 31, 2025



Agenda

- ▲ **1** Background and History
- ▲ **2** Procurement Process Timeline
- ▲ **3** Awarded Modules
- ▲ **4** Why Univerus?
- ▲ **5** Desired Objectives and Univerus Capabilities
- ▲ **6** Core Requirement Fulfilled by Univerus
- ▲ **7** Next Steps
- ▲ **8** Univerus Implementation Timeline
- ▲ **9** Questions



Background and History

01

- The current system was implemented and went live in 2003.

02

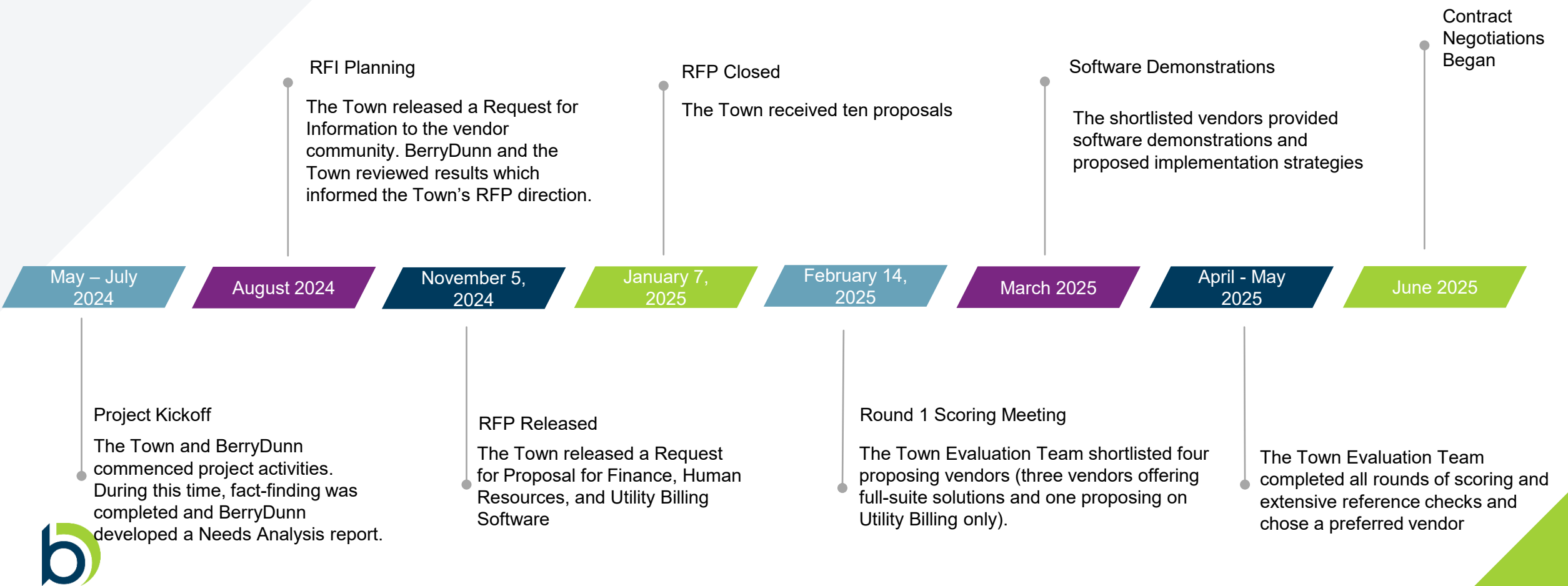
- Many critical modules are not integrated and sharing information is difficult.

03

- Staff reported some work is completed outside of the system and hard-copy and MS Excel spreadsheets are commonly used to complete typical tasks.

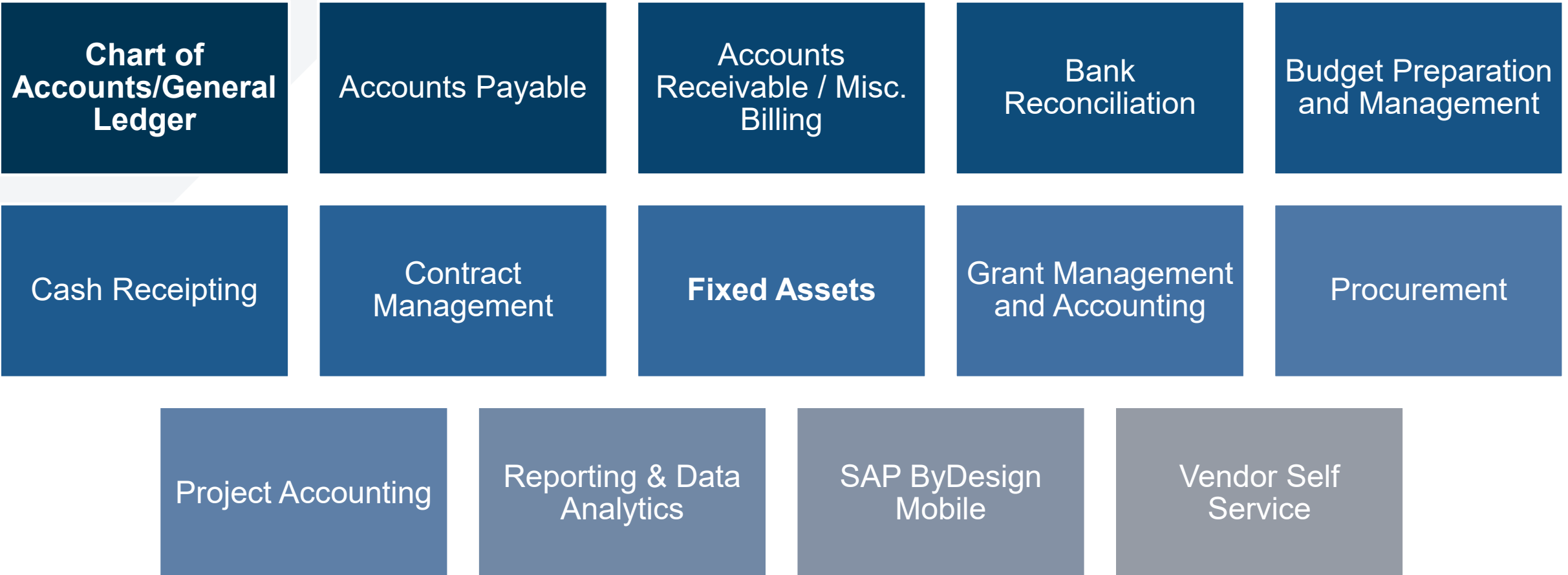


Procurement Process Timeline



Awarded Modules

Financial Modules



Awarded Modules

Human Capital Management Modules

**Human
Resources**

**Employee
Benefits**

**Employee
Master**

**Employee
Self Service**

**Learning
Management**

Payroll

**Employee
Time and
Attendance**

**Reporting
and Data
Analytics**

**Payroll
Employee
Records**



Awarded Modules

Utility Billing and Asset Management Modules

Utility Billing

- Univerus SAP Public Sector Pack
- Univerus Cashiering
- Customer Information System (CIS)
- Meter Data Management
- Cashiering
- Field Mobility
- myAccount (Customer) Online Portal
- Enrollment Portal

Asset Management & Work Orders

- Infrastructure Asset Management
- Facility Management Assets
- Work Orders
- Preventative Maintenance Work Orders
- ESRI Integration
- Field Mobile
- Dispatch Dashboard / Crew Assignments
- Inspections
- TCA Valuation



Why Univerus



UNIVERUS



Desired Objectives and Univerus Capabilities

Future ERP Solution

Enhance operational effectiveness by more timely, accurate, and complete information available

- Granular visibility into finances with built-in dashboards
- Powerful analytics and reporting with drill-down capabilities

Expanded online and mobile self-serve capabilities for employees and constituents

- Intuitive self-service for employees, managers, and executives
- Streamlines utility and business license bill pay functionality

Enhance workflows to support increased automation and operational efficiencies by streamlining business processes

- Numerous built-in and configurable business processes built on best-practices
- Enhanced pooled cash processing and reporting

Increase productivity by eliminating redundancy and unnecessary tasks

- Eliminates the need to work outside of the system in MS Excel spreadsheets
- Core Town business processes all housed within a single, connected solution



Core Requirements Fulfilled by Univerus

Financials

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
General and Technical	151	0	0	0	0	151
General Ledger and Financial Reporting	142	0	0	0	0	142
Budgeting	126	0	70	0	0	196
Purchasing, Bid, and Contract Management	189	3	0	0	0	192
Accounts Payable	144	1	0	0	0	145
Accounts Receivable, General Billing, and Cash Receipts	155	0	0	0	0	155
Project Accounting	123	0	0	0	0	123
Fixed Assets	131	0	0	0	0	131



Core Requirements Fulfilled by Univerus

Human Capital Management

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
Compensation	114	0	0	0	0	114
HR: Personnel and Employee Relations	211	0	0	1	1	213
Learning Management	52	0	4	1	6	63
Recruitment	207	0	0	0	7	214
Benefits Administration	125	0	3	0	1	129
Payroll	241	0	0	0	0	241
Time and Attendance	194	0	15	0	14	223

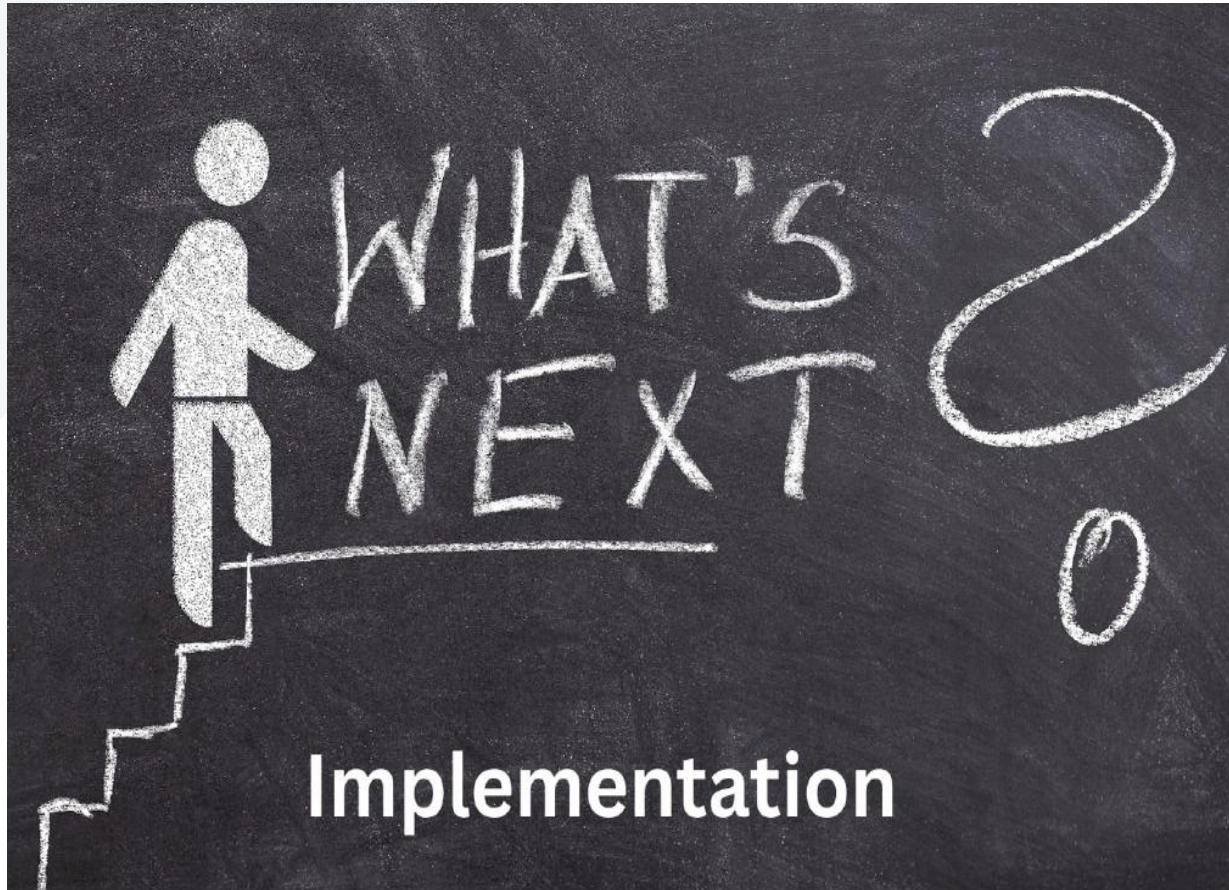
Core Requirements Fulfilled by Univerus

Utility Billing

Functional Area	Standard	Future	Custom	Third-Party	Not Available	Total
Utility Billing – Customer Accounts and Online Portal	121	2	0	0	0	123
Utility Billing – Billing and Rate Calculation	75	0	1	1	0	77
Utility Billing – Service Orders and Meter Reading	178	5	0	0	0	183

Total 5-year Projected Cost

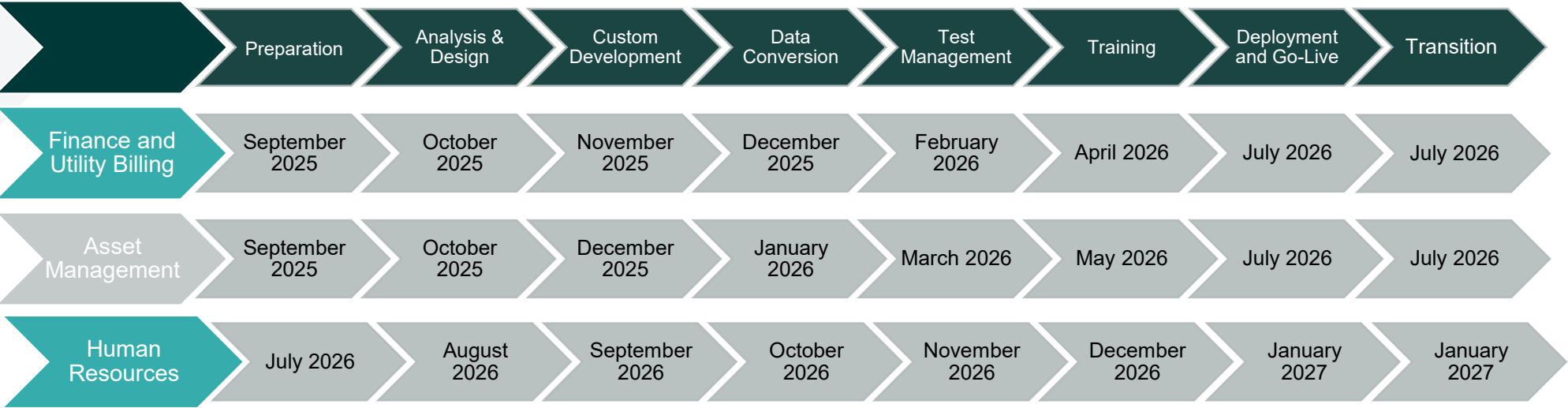
Line Item	Cost
Implementation Fees and Professional Services Fees	\$448,189.59
Year 1 Discount	\$44,818.96
Year 1 Subscription Fees	\$218,996
Total Year 1 Fees	\$622,366.63
Year 2 Subscription Fees	\$218,996
Year 3 Subscription Fees	\$218,996
Year 4 Subscription Fees	\$218,996
Year 5 Subscription Fees	\$218,996
Total 5-year Projected Cost	\$1,498,350.63



What's Next

Univerus Implementation Timeline

The Town anticipates beginning implementation activities in September 2025. This timeline represents Univerus' Implementation timeline for each phase of the project. The Town will adopt and implement as many Univerus best practices and workflows to optimize efficiency within the solution and maximize efforts during implementation. This timeline represents a best-case scenario, and the Town will leverage all available resources to meet this timeline.



Questions



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025 **Item#** 04D

Agenda Item: Enterprise Resource Planning Software Project Management

Summary: Council is requested to award a contract to Berry, Dunn, Mcneil & Parker (Berry-Dunn) to provide project management and implementation assistance for enterprise resource management software in the amount of \$212,376.00.

The Town will be using cooperative contracting provided by George Mason University as the method of procurement.

Berry-Dunn assisted the Town in selecting a new software vendor and is familiar with the software selected by the Town as well as current Town processes. The Town has never performed a software conversion of this magnitude. Implementation of new software will require training of Town staff, changing of processes, and implementing entirely new processes. As project manager, Berry Dunn will oversee project schedules, facilitate data conversion processes, identify opportunities to leverage technical enhancements, identify/mitigate risks, oversee testing/training, and provide go-live support

Budget/Funding: Funding is available under the following line item:

9417-R47001	Electric Meter Reading – Machinery & Equipment	\$212,376.00
-------------	--	--------------

Staff Recommendation: Staff recommends for Town Council to award as presented.



August 5, 2025

Town of Front Royal
Attention: B.J. Wilson, V.C.A.
Director of Finance
102 E. Main Street
Front Royal, VA 22630

Sent via email to bwilson@frontroyalva.com

Dear Mr. Wilson:

On behalf of Berry, Dunn, McNeil & Parker, LLC ("BerryDunn," "we," "our"), I am pleased to submit this updated proposal to the Town of Front Royal (the Town) as it plans to select and implement a new enterprise resource planning (ERP) solution. We consider it a privilege to serve the Town and would welcome the opportunity to expand our relationship by way of this initiative.

Below and on the following pages, we provide our experience with similar projects, our proven yet flexible approach to providing the Town's desired services, and outline the fees associated with a project of this nature. We would be happy to discuss the contents of this proposal or provide additional information to the Town upon request.

We value the Town's openness and flexibility to discussing our proposed services. No matter how many clients we assist, we take care to help ensure the experience is tailored to the nuanced needs and resources of our clients. We welcome the opportunity to continue our relationship with the Town by providing the services requested. Should you have any questions, or if you would like to discuss this letter, please feel free to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jonathan Grace', written over a light blue horizontal line.

Jonathan Grace, PMP®, Prosci® CCP, Principal
Local Government Practice Group
207.541.2260 | jgrace@berrydunn.com

Implementation Assistance

BerryDunn has conducted more than 200 systems-related projects, and we have been involved in all stages of the system life cycle. This involvement includes requirements and request for proposal (RFP) development, vendor and/or system integrator selection, the contract negotiations and approval process, and implementation support activities. In Table 1, below, we list those systems consulting clients for whom we provided comparable implementation services—whether in a project management, oversight, quality assurance, or independent verification and validation (IV&V) capacity. We have served a wide variety of organizations on similar engagements, as seen below.

Table 1: Local Government Implementation Support Experience

Adams County, CO	City of Duncanville, TX	City of Philadelphia, PA	Goochland County, VA
Carver County, MN	City of Detroit, MI	City of Prior Lake, MN	Hamilton County, IN
Chicago Metropolitan Agency for Planning, IL	City of Dover, DE	City of Puyallup, WA	Louisville Jefferson County Metropolitan Government, KY
Clark County, WA	City of Edina, MN	City of Rapid City, SD	Metro Nashville Davidson County, TN
Coachella Valley Association of Governments, CA	City of Fargo, ND	City of Redding, CA	Minnehaha County, SD
Coconino County, AZ	City of Farmers Branch, TX	City of Richland, WA	Mobile County Health Department, AL
City of Alameda, CA	City of Fountain Valley, CA	City of San Leonardo, CA	Monroe County, FL
City of Allen, TX	City of Frisco, TX	City of Santa Fe, NM	Montgomery County, PA
City of Amarillo, TX	City of Gahanna, OH	City of Shoreline, WA	Outagamie County, WI
City of Aurora, CO	City of Glendale, AZ	City of Simi Valley, CA	Peoria County, IL
City of Avondale, AZ	City of Grand Prairie, TX	City of Sioux Falls, SD	Person County, NC
City of Beaverton, OR	City of Grants Pass, OR	City of Snoqualmie, WA	Pitkin County, CO
City of Bismarck, ND	City of Helena, MT	City of South Jordan, UT	Saginaw County, MI
City of Bloomington, MN	City of Independence, MO	City of Spokane Valley, WA	Scott County, IA
City of Boca Raton, FL	City of Irvine, CA	City of Sugar Land, TX	Sussex County, DE
City of Boulder, CO	City of Irving, TX	City of Surprise, AZ	Syracuse City School District, NY
City of Broken Arrow, OK	City of Kirkwood, MO	City of Tampa, FL	Town of Greenwich, CT
City of Burlington, VT	City of Lawrence, KS	City of Tucson, AZ	Tri-County Health Department, CO
City of Carrollton, TX	City of Long Beach, CA	City of Waynesboro, VA	Village of Oak Park, IL
City of Chaska, MN	City of Manassas, VA	City of Weatherford, TX	Washington County, MN
City of Cleveland, OH	City of Mercer Island, WA	City of Wilmington, NC	Washtenaw County, MI
City of College Station, TX	City of Mesquite, TX	Clark County, WA	Waukesha County, WI
City of Coral Springs, FL	City of Midland, TX	Coachella Valley Association of Governments, CA	Yamhill County, OR
City of Corona, CA	City of Milpitas, CA	Coachella Valley Water District, CA	
	City of Minot, ND	Fauquier County, VA	
	City of Ormond Beach, FL		
	City of Oxnard, CA		
	City of Pearland, TX		

Proposed Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons for our success with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits of our approach the Town can expect include:

- A methodology based on our extensive experience conducting similar projects
- A focus on supporting the Town's implementation at the desired level of involvement with significant resource commitments from our team, as appropriate
- Quality assurance processes that incorporate the Town's review and approval of all deliverables and key milestones
- Built-in project management and change management best practices—focused on keeping the project on time, on budget, and progressing at a healthy pace
- Thorough business process improvement activities
- A focus on taking full advantage of the newest technology and harnessing efficiencies by reviewing business practices or implementing technology to enhance existing business processes performed by individual departments and those performed across the Town

Project Oversight			
No	Key Implementation Activity	Lead	Assist
1	Reviewing the project plan and schedule in conjunction with other PMT members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members		✓
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track		✓
4	Coordinating project tasks with assistance from other PMT members		✓
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks		✓
6	Facilitating an implementation kickoff meeting		✓
7	Holding monthly meetings with the Town's Executive Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	

Project Oversight			
No	Key Implementation Activity	Lead	Assist
8	Reviewing the project budget, including change orders, and the vendors' contract compliance		✓
9	Facilitating the Town's staff's development of workflow processes for each department		✓
10	Facilitating the data conversion process with the vendor and Town staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and Town staff		✓
12	Working with the vendor and Town staff and helping to ensure vendor accountability by: - Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the Town - Facilitating the gathering and sharing of any technical information requested by the vendor		✓
13	Providing risk management, including the following: - Identifying project risks - Developing mitigation strategies - Communicating project risks to Town and vendor staff - Assigning key activities to mitigate or resolve project risks	✓	
14	Providing weekly or biweekly tracking of the following: - Reporting of project risks and issues - Recently completed tasks and upcoming project activities	✓	
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: - Target State Definition - Change Structure and Governance Approach - Change Impact Assessment - Stakeholder (or User) Analysis - Communication Plan - Behavior Change Plan		✓

Project Oversight			
No	Key Implementation Activity	Lead	Assist
16	Managing the user acceptance training (UAT) process, including: ▪ Reviewing the vendor's test plan and any applicable test scripts ▪ Providing on-site assessment of testing activities ▪ Providing recommendations for modifications to the testing plan to increase the likelihood of success ▪ Directing Town staff in the development of tailored test scripts ▪ Managing logistics related to scheduling UAT activities ▪ Providing analysis of test results ▪ Overseeing regression testing and required configuration changes	✓	
17	Facilitating oversight of vendor training activities, including: ▪ Reviewing the vendor's training plan and training materials ▪ Overseeing vendor training activities ▪ Providing recommendations for modifications to the training delivery ▪ Providing feedback on the vendor's training documentation		✓
18	Providing go-live support		✓

Proposed Fees

On the following page, we present the estimated fees associated with our work plan as it relates to providing implementation project management or implementation project oversight services. We are proposing a blended hourly rate of \$250 valid through December 2026. We are happy to discuss any potential adjustments to the implementation project management or oversight services based on the needs of the Town.

Option 1- Implementation Project Oversight (Entire Project Duration)				
Phase	Duration (months)	Hours (per month)	Total Hours	Total Cost
Project Oversight	16	50	800	\$200,000
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$212,376

Option 2 - Implementation Project Oversight (One Year of Project Duration)				
Phase	Duration (months)	Hours (per month)	Total Hours	Total Cost
Project Oversight	12	50	600	\$150,000
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$162,376

Option 3 - Implementation Project Oversight (Fixed Fee Deliverables)		
Phase	Hours	Cost
Project Plan Review	40	\$10,000
Monthly Executive Committee Meetings	80	\$20,000
Bi-Weekly PMT Meetings	100	\$25,000
UAT Oversight	120	\$30,000
Training Oversight	60	\$15,000
Project Oversight	200	\$50,000
Total	600	\$150,000

Option 3 - Implementation Project Oversight (Fixed Fee Deliverables)				
	Duration (months)	Total Trips	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	16	8	\$1,547	\$12,376
Grand Total				\$162,376

Expense Category	Cost	Units per Trip	Total
Airfare	\$600	1	\$600
Lodging	\$125	3	\$375
Ground Transportation	\$100	3	\$300
Incidental Expenses	\$68	4	\$272
Estimated Per-Trip Travel Expense Total			\$1,547

We will submit monthly invoices based on the actual hours expended that month. Actual expenses incurred in the month will also be included in each invoice. BerryDunn does not charge an hourly rate for time spent in connection with travelling. Travel expense estimates assume one trip every other month for implementation project oversight services. Travel estimates per trip were calculated based on the details provided above.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025 **Item#** 04E

Agenda Item: Merchant Services

Summary: Staff is working on negotiating terms with Paymentus to provide merchant services, additional information will be provided when available.

Council will be requested to award a contract to Paymentus to provide merchant services for payment processing. Univerus software is designed to work with Paymentus to streamline payment processing in person and online; as well as provide automated bank reconciliations.

Method of procurement will be cooperative contracting.

Univerus software is capable of using other merchant service providers, but some functionality may be lost using a different merchant service provider. During the request for proposals (RFP) evaluation process for software, Town staff learned that majority of software providers require users to contract with a specific merchant service vendor or in some instances contract with the software's own merchant services vendor.

Paymentus will collect the contracted processing fees directly from payments made and will not bill the Town for payment processing. Currently, the Town uses Heartland Payment Systems for credit/debit card processing, and the Town is responsible for collecting and paying processing fees to Heartland.

Budget/Funding: N/A – Paymentus will not bill the Town for payment processing services

Staff Recommendation: Staff will provide additional information upon availability and recommends for Council to discuss any questions or concerns.



COUNCIL REGULAR WORK SESSION AGENDA STATEMENT

Meeting Date: August 11, 2025 Item# 04F

Agenda Item: Authorization for Town Manger to Execute Participation and Release Form for the Town to be Considered for Initial Participation Calculations and Payment Participation Under the Purdue Direct Settlement of Opioid Related Claims.

Summary: Council is requested to authorize the Town Manger to execute a participation and release form necessary for the Town to be considered as a Participating Subdivision in the Governmental Entity & Shareholder Direct Settlement Agreement in the settlement of opioid related claims involving Purdue Pharma, L.P. and the Sackler Family. The participation rate of local political subdivisions will be used to determine if participation is sufficient for the Purdue Settlement to move forward and whether Virginia will receive the maximum potential payment.

Budget/Funding: N/A

Staff Recommendation: Staff recommends that Council approve authorization for Town Manager to Execute the Participation and Release Form

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. **NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.**

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Front Royal town	State: VA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasers.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasers do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

COPY



New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Front Royal town, VA
Reference Number: CL-1738358

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Virginia, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release also will

become effective. If the Purdue Settlement does not move forward, your release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

In Virginia, participating counties and independent cities may receive some of the settlement funds directly, pursuant to the allocation framework set forth in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU"), which has been previously approved by all Virginia counties and cities, and the Virginia Opioid Abatement Fund statute, Va. Code § 2.2-2374. In addition, some towns are being asked to approve the settlements and submit participation forms because, due to the structure of the settlement agreements, towns above a certain population threshold must approve the settlements and submit participation forms in order to maximize the overall recovery for the Commonwealth and its subdivisions. Participating towns are not eligible to receive direct shares from the settlement funds—however, they may be able to apply for, request, or receive funds for opioid abatement programs through their counties. Participation by these towns will help to maximize the recovery for all of Virginia's counties, including the counties in which they are located.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioid settlements, but some states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's

records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Tom Beshere at the Virginia Attorney General's Office at 804-823-6335 or tbeshere@oag.state.va.us.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.



CLOSED MEETING AGENDA STATEMENT

Meeting Date: August 11, 2025

Item# 05

MOTION ON TO GO INTO CLOSED MEETING

[to be approved by affirmative recorded vote, with motion set forth in detail in the minutes. Council may take action in open session following closed meeting].

I move that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose:

1) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a) stormwater issue on W. Commonwealth Drive, and b) contract with Blue Line Solutions, LLC.

Motion to Certify Closed Meeting at its Conclusion

[At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:]

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

Moved _____ Seconded _____

Wood _____ Veitenthal _____ Sealock _____ Rappaport _____ Ingram _____ DeDomenico-Payne _____