



## REGULAR TOWN COUNCIL MEETING

Monday, August 24, 2020 @ 7:00pm in Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of Minutes

Regular Council Meeting Minutes of August 10, 2020

Work Session Minutes of August 3, August 10, and August 17, 2020

5. Receipt of Petitions and/or Correspondence from the Public

Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, §43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004).*) --Further Details found on page 2 of this agenda--

6. Reports:

- a. Report of special committees or Town Officials and Interim Town Manager
- b. Requests and inquiries of Council members.
- c. Report of the Mayor
- d. Proposals for addition/deletion of items to the Agenda.

7. CONSENT AGENDA ITEMS – (ROLL CALL VOTE REQUIRED) NONE

A. COUNCIL APPROVAL – Resolution Pertaining to the Second Amendment

B. COUNCIL APPROVAL – Resolution for VDOT re South Street Improvements

C. COUNCIL APPROVAL – Bid for Equalization Blowers for WWTP

8. COUNCIL APPROVAL – Lumos Networks, Inc Franchise Agreement (2<sup>nd</sup> Reading)

9. COUNCIL CONTINUED DISCUSSION – Closure of Main Street

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### WORK SESSION (*immediately following Regular Meeting*)

1. CLOSED MEETING – Pending Litigation

#### Motion to Go Into Closed Meeting

I move that Town Council go into Closed Meeting to discuss and consider Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation with EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.

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

I move that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

2. Continued Discussion of Front Royal IDA/EDA

## **TOWN COUNCIL AND PUBLIC PRESENTATION DECORUM REQUIREMENTS**

During all portions of a Regular Town Council Meeting, including its Public Presentations portion, the following requirements of decorum by both public speakers and Town Council Members must be followed. These are the requirements: Town Code, *Robert's Rules of Order* (incorporated into Town Code), and Federal Court Decisions interpreting First Amendment Constitutional Law on Free Speech.

1. The Mayor, as the presiding officer of Town Council, shall enforce the rules of procedure, preserve order and decorum, and appoint all Committees. (*Town Code 4-8*)
2. Every member of the Council shall address the presiding officer before speaking, confine himself to the question before the body and avoid all personal or indecorous language. (*Town Code 4-12*)
3. Public speakers and Council Members must use the same civility, decorum, orderly behavior, relevancy of comments to the subject at hand, and appropriate language in addressing Town Council as they would use in addressing a Judge in a Court of Law. No profanity, vulgar, or sexist language, or irrelevant commentary, is allowed. (*Robert's Rules, §43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)
4. There can be no personal attacks. A speaker can condemn the nature or likely consequences of a proposed measure in strong terms, but under no circumstances can he attack or question the personalities or the motives of another member. The measure, but not the man, is the subject of debate. (*Same Authority as above*)
5. A speaker may not speak to any matter that is the subject of a public hearing during that same Regular Meeting. (*Robert's Rules, § 43, pp. 379-382*)
6. A speaker who violates 2., 3., 4., or 5. above should be promptly asked to stop speaking in that fashion by the Mayor. If such speaker does not promptly so stop, the Mayor should ask the Sergeant at Arms (Police Officer) to remove such speaker, forcibly if necessary, and even charged with a misdemeanor crime. Federal court decisions have established that public policy in maintaining civility and decorum during the public comment sessions of its public meetings, both to ensure the efficient conduct of the people's business and to maximize citizen participation in the discussion, override the speaker's First Amendment rights of free speech. Governmental bodies may enforce policies against personal attacks in furtherance of a legitimate governmental purpose to preserve order and decorum in meetings, so long as they do not use the personal attack policy as a pretext to squelch a particular substantive viewpoint. (*Robert's Rules, § 43, pp. 379-382; Steinburg v. Chesterfield Cty. Planning Com'n. 527, F. 3d (4<sup>th</sup> Cir.) 2008; Eichenlaub v. Township of Indiana, 385 F. 3d 274 (3d Cir. 2004.)*)

Town Attorney July 2020

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## TOWN COUNCIL WORK SESSION

Monday, August 3, 2020 at 7:00 P.M.

Town Hall Conference Room

1. **Presentation from Paul Almeter Pertaining to Cherrydale Apartments** – Councilman Meza explained that he was approached by the new owner of Cherrydale Apartments, Paul Almeter, regarding a special use permit of his property. Mr. Almeter presented Council with his plan to demolish two single-family units and replace them with two six-unit apartment buildings. He also outlined a plan to provide as much off-street parking as possible, noting that, currently, there was only on-street parking available.

Councilman Holloway asked the age of the building in question. Mr. Almeter explained that while there is no specific data on when the units were built, he was able to come up with a best guess of 1947. Councilman Gillispie questioned whether the new buildings would provide handicap accessibility. Mr. Almeter said yes – there would be two handicap accessible units per building.

2. **Mural Update** – Mr. Tederick stated that good progress was being made towards procuring murals in the town through the Community Development Block Grant Façade Improvement project. He noted that there was an advisory group of passionate individuals and artists who had developed some mural ideas and a process for councils' consideration. Deputy Clerk of Council and member of the mural advisory committee, Mary Ellen Lynn, presented council with the proposed mural process, theme and some visual examples. Mr. Tederick added that there would be more discussion regarding the RFQ and call for artists during the CDBG meeting the following evening. Council agreed to the proposed mural process and theme.

3. **Second Amendment Resolution** – Mr. Tederick asked if Council had any questions pertaining to the Second Amendment Resolution as it was presented. Town Attorney Napier clarified that until the most recent session of the general assembly, localities were not allowed to pass ordinances that were separate from the state. He added that the resolution, as it was written, would not allow the Town to ban firearms in any location - including government buildings. He also noted that the employee handbook did not allow town employees to carry firearms.

Councilman Meza stated his belief that Council should not make any changes to the employee handbook. Councilman Thompson added that if citizens were allowed to carry firearms in government buildings then employees should be as well.

Council all agreed to obtain additional clarification on the resolution and discuss it in further detail at a future work session.

4. **Resolution – COVID-19 Infectious Disease Preparedness/Response Plan** – Mr. Tederick introduced the Towns Risk Manager, Laura McIntosh. He stated what a great job she had done, adding that she had written a Leave Policy that was adopted statewide.

Mayor Initial \_\_\_\_\_



Ms. McIntosh gave an overview of the Town's Covid-19 Infections Disease Preparedness/Response Plan, noting that Virginia was the first state to adopt mandatory regulations for COVID-19. She explained that under the Virginia Occupational Safety and Health program the Town was required to write and implement a formal plan.

Councilman Cockrell asked about the use of the Police Department for transport of sick individuals. Ms. McIntosh explained the Police Department had all the necessary preventative measures in place. Mr. Tederick added that the use of the Police Department would be considered as a last resort. The Mayor asked if the plan met all the state requirements. Ms. McIntosh explained the Town received significant guidance from VML to make sure it did. Councilman Meza suggested changing the wording in the definition of "close contact" to include "forty-eight (48) hours" rather than "two (2) days." Ms. McIntosh agreed.

Council agreed to add the COVID-19 Infectious Disease Preparedness/Response plan to the agenda at their next meeting for approval.

5. **South St Improvements from Hill St to Royal Plaza Shopping Center** – Mr. Tederick explained that Town Staff received Version 2, which was the option recommended by VDOT, for the South Street Improvements the previous Friday. Public Works Director, Robbie Boyer introduced Adam Campbell from VDOT and presented the proposal to council. He added that the town had the option to apply for VDOT's Smart Scale Program by August 17<sup>th</sup>. Smart Scale is 100% funded through VDOT, and if the Town were selected it would take 5 years for preliminary engineering and another 4-5 years before the start of construction. A resolution would need to be approved at a Regular Town Council Meeting before October 1<sup>st</sup>.

Councilman Meza asked if there was any way to remove the proposed Traffic Signal from the Blue Ridge Avenue & South Street intersection. Mr. Campbell explained that the additional Traffic Signal and the Traffic Signal at the entrance of Martins Grocery would be a single system - the two would be synced together.

Council all agreed to move forward with the Smart Scale Application and a Draft Resolution to be discussed at a future work session.

6. **Proposed amendments to Town Code Chapter 138, "Peddlers, Solicitors, and Itinerant Merchants"** – Mr. Napier explained that Assistant Town Attorney, George Sonnet, drafted the proposed amendments to Town Code Chapter 138, using some of the more restrictive codes found in other jurisdictions as a starting point for Councils consideration. Additionally, he noted that due to being grandfathered in, there was currently only one person allowed to sell frozen treats from a vending vehicle in town.

Councilman Thompson pointed out the proposed restriction of peddlers selling goods within 500 feet of a school and asked if that would only be during school hours. Councilman Sealock questioned why the proposed changes were being presented to them at that time. Councilman Holloway clarified that C&C Frozen Treats owner, William Huck, had been asking for permission to run his own ice cream truck for quite some time. He added that Mr. Huck had done a lot for the community therefore the town should grant him his request.

Mayor Initial \_\_\_\_\_

Councilman Cockrell added her belief that it was restrictive to allow one person to peddle ice cream while another could not. The Mayor agreed and stated that the town code she be written in a way that was fair for all.

Council agreed to add the proposed amendments, with the exception of the school zone restriction, to their agenda.

**Open Discussion** – Mr. Tederick presented council with an update on the towns CARES Act Grants. He stated that Town Staff had received 56 applicants and 25 had been approved to receive grants so far. He noted the possibility of receiving more CARES Act Funding and suggested Council start thinking about how they would like to disperse it.

Mayor adjourned the work session at 8:10 P.M. and council went into closed session.

## 7. Closed Meeting – Personnel and Pending Litigation

*Councilman Meza moved, seconded by Councilman Holloway that Town Council go into Closed Meeting to discuss and consider the 1) assignment, appointment, promotion, performance and salaries of specific public officers, appointees, or employees of the Town, pursuant to Section 2.2-3711. A. 1. of the Code of Virginia ; AND 2) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation with EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2- 3711. A. 7. of the Code of Virginia.*

There was unanimous consensus of Council to go into closed meeting.

*Councilman Cockrell moved, seconded by Councilman Holloway that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.*

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza, and Thompson

No – N/A

Abstain – N/A

Absent – N/A

ROLL CALL

Mayor Initial \_\_\_\_\_

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Deputy Clerk of Council Lynn, Director of Finance Wilson, Director of Public Works Robbie Boyer, Risk Manager Laura McIntosh and members of the public and press.

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APPROVED:

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Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council  
Minutes Written by Mary Ellen Lynn Deputy Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by Councilman \_\_\_\_\_ approved the Work Session minutes of August 3, 2020 on August 24, 2020.*

Mayor Initial \_\_\_\_\_

The regular meeting of the Town Council of the Town of Front Royal, Virginia was held on August 10, 2020, in the Warren County Government Center with the Pledge of Allegiance led by Councilman Gillispie and Moment of Silence led by the Mayor.

## **ROLL CALL for MAYOR/TOWN COUNCIL**

### **PRESENT:**

Mayor Eugene R. Tewalt  
 Vice Mayor William A. Sealock  
 Councilman Lori A. Cockrell  
 Councilman Chris W. Holloway  
 Councilman Jacob L. Meza  
 Councilman Letasha T. Thompson  
 Town Attorney Douglas W. Napier  
 Interim Town Manager Matthew A. Tederick  
 Clerk of Council Tina L. Presley

*(The above represent municipal officers of the Town of Front Royal as stated in Town Charter Section 4)*

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## **APPROVAL OF MINUTES**

*Councilman Gillispie moved, seconded by Councilman Meza to approve the Regular Council Meeting Minutes of July 27, 2020 and Work Session Minutes of July 20, 2020, as presented*

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson  
 No – N/A  
 Abstain – N/A  
 Absent – N/A

## **ROLL CALL**

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The Mayor asked the Town Attorney to read the following:

## **TOWN COUNCIL AND PUBLIC PRESTATION DECORUM REQUIREMENTS**

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- the personalities or the motives of another member. The measure, but not the man, is the subject of debate. (Same Authority as above.)
5. A speaker may not speak to any matter that is the subject of a public hearing during that same Regular Meeting. (*Robert's Rules*, § 43, pp. 379-382.)
  6. A speaker who violates 2., 3., 4., or 5. above should be promptly asked to stop speaking in that fashion by the Mayor. If such speaker does not promptly so stop, the Mayor should ask the Sergeant at Arms (Police Officer) to remove such speaker, forcibly if necessary, and even charged with a misdemeanor crime. Federal court decisions have established that public policy in maintaining civility and decorum during the public comment sessions of its public meetings, both to ensure the efficient conduct of the people's business and to maximize citizen participation in the discussion, override the speaker's First Amendment rights of free speech. Governmental bodies may enforce policies against personal attacks in furtherance of a legitimate governmental purpose to preserve order and decorum in meetings, so long as they do not use the personal attack policy as a pretext to squelch a particular substantive viewpoint. (*Robert's Rules*, § 43, pp. 379-382; *Steinburg v. Chesterfield Cty. Planning Com'n*, 527, F. 3d (4<sup>th</sup> Cir.) 2008); *Eichenlaub v. Township of Indiana*, 385 F. 3d 274 (3d Cir. 2004.)
  7. If a Council Member feels a speaker is being disorderly, or not showing proper decorum, or conducting personal attacks, or comments that are irrelevant, and wishes to bring this matter to the Mayor's attention, the Councilman can do so by saying the following:
    - a. "Mr. Mayor, Point of Order." Wait to be recognized by the Mayor. If not recognized, repeat, "Point of Order Mr. Mayor." Once recognized, the Councilman can say something like, "I believe the speaker is violating proper rules for decorum (or personal attack, or questioning the motives of Council, or making false statements of fact which are harmful to one's reputation) as stated in *Robert's Rule of Order Sections 4 and 43 and/or violating Town Code 4-8 and 4-12.*"
    - b. The Mayor either stops the speaker, or if the Mayor overrides the Point of Order, the Councilman can state, "I appeal the decision of the Mayor." The appeal is not debatable. The Mayor states, "Shall the decision of the Mayor be sustained (or upheld)? All in favor?" A tie vote sustains the Mayor's ruling. Requires simple majority vote to sustain the appeal. (*Robert's Rules*, § 23, pp. 240-250.)

### **RECEIPT OF PETITIONS AND/OR CORRESPONDENCE FROM THE PUBLIC**

David Downes, Esq, 160 Old Browntown Road advised Council of the many drug overdose deaths in Warren County this year as well as the many calls the Drug Task Force has received. He noted that today over half the court docket was drug-related cases. He voiced concern that the epidemic has not been addressed in this community. While he realized there was limited resources he suggested the following: 1) talk with those at risk, 2) set up a Detox Center for our community; 3) encourage building a rehabilitation center; 4) stop using probationers as confidential informants and 5) increase education in the schools.

Kelly Walker, 939 Marshall Street voiced her concerns on weekend closures of Main Street. She thanked Council for their efforts to help the restaurants through the pandemic but stressed how the small businesses were not benefiting from the closure. She suggested that maybe the closure could be one weekend a month with a theme. She reiterated that there were not enough shops (excluding restaurants) to close Main Street.

Inna Kolesnik, 214 E. Main Street voiced concern about closure of Main Street and the installation of permanent "No Parking" signs. She noted that she attempted to retrieve the minutes and video of the August 3, 2020 work session where such closure was discussed; however, she was unsuccessful. She asked Council to communicate with the public about important decisions being

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made on Main Street especially the parking since her customers have had a hard time finding a parking space. She reminded Council of the fence that was allowed and installed behind her property that resulted in her not having access to the back of her property. She asked Council to open Main Street for all businesses and residents not just restaurants. She presented the clerk with a petition of business owners and residents wanting to open the street back up.

Samuel Porter, 216 Fletcher Street voiced his appreciation to the Mayor on keeping decorum. He noted that petitions, referendums, marches and protests can be costly but cannot equate to living in a place where black people aren't feared and who get equal footing regardless of their complexion. He specifically advised that since he is not an advocate of "Black Lives Matter" he is not afraid to say the slogan black lives matter.

Tom Sayre, 835 Shenandoah Shores Road read a quote from "Our Lady of Mejugorje". He further questioned the status of his FOIA request from July 29, 2020 and asked that all notes be included in the request.

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## **REPORTS**

### **a. Report of special committees or Town Officials and Interim Town Manager**

Interim Town Manager Tederick congratulated Finance Director BJ Wilson for being awarded Financial Reporting Achievement from the Government Finance Officers Association of the United States and Canada making this the 33<sup>rd</sup> year in a row for the Town of Front Royal. He continued with the following updates: road closure to repair E. Stonewall Drive bridge and construction of slip lane on W. 17<sup>th</sup> Street. He updated on the CARES Act applications and introduced Tim Wilson as the new Director of Community Development and Planning.

### **b. Requests and inquiries of Council members**

Councilman Gillispie welcomed Tim Wilson

Councilman Meza also welcomed Mr. Wilson and thanked Mr. Downes for his report on the drug epidemic in Front Royal and Warren County. He offered to work with Mr. Downes and law enforcement if needed.

Councilman Cockrell thanked Director of Public Works Boyer on repairing a pothole very soon after her reporting it.

Councilman Thomson apologized to the Mayor and the public for last week's "episode" during the Council meeting. She advised Mr. Downes that she was interested in suggestions.

**c. Report of the Mayor** – Mayor Tewalt thanked everyone who spoke tonight and welcomed Mr. Wilson.

**d. Proposals for addition/deletion of items to the Agenda** – N/A

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Mayor Initial \_\_\_\_

**CONSENT AGENDA ITEMS** – None**COUNCIL APPROVAL** – Lumos Networks, Inc. Franchise/Pole Attachment Agreement (1<sup>st</sup> R)

Clerk of Council Presley read the summary: Council is requested to affirm on its first reading an request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. The agreement will commence upon approval by Town Council and execution by the Town Manager. Per the Assistant Town Attorney, the agreement is considered an ordinance; therefore, requiring two readings.

*Councilman Cockrell moved, seconded by Councilman Thompson that Council affirm on its first reading a request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. I further move that Council authorize the Interim Town Manager to execute all documents.*

There was no discussion by Council.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza and Thompson

No – N/A

Abstain – N/A

Absent – N/A

**ROLL CALL****COUNCIL APPROVAL** – Resolution for Front Royal COVID-19 Infectious Disease Preparedness and Response Plan

Clerk of Council Presley read the summary: Council is requested to approve a Resolution that adopts the requirement for a written COVID-19 Infectious Disease Preparedness and Response Plan for Town of Front Royal employees under the jurisdiction of the Virginia Occupational Safety and Health (VOSH) Program. Revisions requested to the Plan from Council at the August 3, 2020 Work Session have been included in the attached plan.

**Councilman Meza moved, seconded by Councilman Thompson that Council approve a Resolution that adopts the requirement for a written COVID-19 Infectious Disease Preparedness and Response Plan for Town of Front Royal employees under the jurisdiction of the Virginia Occupational Safety and Health (VOSH) Program, as presented.**

Councilmen Cockrell and Meza thanked Risk Manager Laura McIntosh for all her hard work on putting the plan together.

Mayor Initial \_\_\_\_

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie, Holloway Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

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COUNCIL APPROVAL – Deed of Dedication – First Bank – W. 17<sup>th</sup> Street

Clerk of Council Presley read the summary: On January 27, 2020 Council approved and accepted a Developer's Cash Escrow Agreement with Sheetz, Inc. for the Town to complete the W. 17<sup>th</sup> Street and Shenandoah Avenue Intersection Improvements, by adding a slip lane and to acquire right-of-way from the adjacent bank property. Council is requested to approve a Deed of Dedication with First Bank for 594 square feet on W. 17<sup>th</sup> Street to accommodate the slip lane to be constructed at W. 17<sup>th</sup> Street and N. Shenandoah Avenue.

***Council Holloway moved, seconded by Councilman Gillispie that Council approve a Deed of Dedication with First Bank for 594 square feet on W. 17<sup>th</sup> Street to accommodate a slip lane to be constructed at W. 17<sup>th</sup> Street and N. Shenandoah Avenue, as presented.***

Interim Town Manager Tederick advised that First Bank donated the land.

Vote: Yes – Councilmen Sealock, Cockrell, Gillispie Holloway, Meza and Thompson  
No – N/A  
Abstain – N/A  
Absent – N/A

ROLL CALL

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The meeting was adjourned at 7:40pm

APPROVED:

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Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by Councilman \_\_\_\_\_ approved the Regular Council Meeting minutes of August 10, 2020 on August 24, 2020.*

Mayor Initial \_\_\_\_



**TOWN COUNCIL WORK SESSION**

Monday, August 10, 2020 at 7:00 P.M.  
Immediately after the Regular Council Meeting

**1. Continued Discussion of Second Amendment Resolution** – Town Attorney Napier advised that beginning July 1, 2020 state law states that localities can ban firearms in local government buildings. He reminded Council that they, along with the County of Warren approved a resolution for the Town to be a Second Amendment Sanctuary, [February 20, 2020] meaning the Town would not pass any laws infringing upon citizens' rights to carry firearms. He passed around a resolution that stated this. Mayor Tewalt confirmed that Council did not need to pass another resolution. Councilman Meza noted that there were three different versions of tonight's resolution since August 3, 2020 work session and confirmed that regardless of any of the resolutions, the Town will not enforce gun restrictions in the Town. Mr. Napier explained that a resolution was not a law but only a statement of intent. He reiterated that it is the present intent of Council to not pass any laws infringing on anyone's constitutional right to carry firearms. Councilman Cockrell confirmed that anyone could carry firearms in Town Hall June 30, 2020 and nothing has changed with the new law passed July 1, 2020. Vice Mayor Sealock questioned the need to pass another resolution. Mr. Napier advised that he did not think they had to since both resolutions state the same thing. Councilman Gillispie confirmed that passing the resolution would not bind future councils.

Paul Aldrich advised that the resolution before Council was brought to him by lawyers of the Virginia and Citizens Defense League. He explained that the first resolution [passed by Council] ensures citizens that Council will not enforce unconstitutional laws and the second one ensures that Council will not enact any laws within the Town that restricts. He asked for Council to put forward as written.

Mr. Napier reiterated that as a matter of law future Council cannot be bound by other Councils. Councilman Holloway suggested passing the resolution as written since it wouldn't hurt anything to do so. Councilman Cockrell asked about it becoming an ordinance. Mr. Napier advised that Council could make it an ordinance to protect citizens first amendment rights, but each councilmember has done that by swearing to uphold the Constitution of the United States and Virginia. Council agreed to put on the August 24<sup>th</sup> Consent Agenda for approval.

**2. Removal of Electric Car Charger** – Director of Energy Services David Jenkins explained that the Town was considered the host for a free car charger in 2015. In 2019 problems started with the charger and the software becoming obsolete. He noted that there are other car chargers in the area and they can be found on a smartphone by using an app. Mr. Jenkins advised that he has looked into grants and Council asked that he continue the search. Council agreed to have it removed.

**3. Review of FY21 Revenues** – Director of Finance BJ Wilson updated Council on the revenues noting that it was only one month in and not tracking too bad. Mr. Wilson recommend that Council continue to monitor another month or two for a more accurate review. Mayor Tewalt questioned how fast the delinquent utility accounts were decreasing. Mr. Wilson explained that their normal operating is \$400,000 and currently it is \$581,000. Vice Mayor Sealock questioned whether some of the businesses' utility bills have decreased from those who have received the CARES Act money. Mr. Wilson confirmed that they had. Mr. Tederick praised Mr. Wilson's staff for spending a significant

Mayor Initial \_\_\_\_\_

amount of time talking to business owners to ensure that they understand the law regarding paying their meals tax and working with citizens to pay their utility bills.

**4. Vacancy on Planning Commission** – Interim Town Manager explained that a Planning Commission member had resigned. He advised them that there have been the issues of not having a quorum. Town Code allows seven members and currently there are six. He suggested that while Council was advertising to fill one position that they could fill a new position. Council agreed to advertise for both. Councilman Meza suggested putting in the ad that certification was offered at no cost to them.

**5. Closed Meeting – Pending Litigation**

*Councilman Cockrell moved seconded by Councilman Holloway that Town Council go into Closed Meeting to discuss and consider Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation with EDA, where such consultation or briefing in Open Meeting would adversely affect the negotiating or litigating posture of Town Council; "probable litigation" meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. of the Code of Virginia.*

There was unanimous consensus of Council to go into Closed Meeting

*Councilman Cockrell moved, seconded by Councilman Holloway that the Mayor and Council certify that to the best of each member's knowledge, as recognized by each Mayor and 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 the Mayor and Council, and that the vote of each individual member of the Mayor and Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.*

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway, Meza, and

Thompson

No – N/A

Abstain – N/A

Absent – N/A

**ROLL CALL**

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Meza, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier, Clerk of Council Presley, Director of Finance Wilson, Risk Manager McIntosh, Director of Community Development/Planning Wilson, Chief of Police and members of the public and press.

.....

signatures on following page

Mayor Initial \_\_\_\_

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council  
Minutes Written by Mary Ellen Lynn Deputy Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by Councilman \_\_\_\_\_ approved the Work Session minutes of August 10, 2020 on August 24, 2020.*

Mayor Initial \_\_\_\_\_

## TOWN COUNCIL WORK SESSION

Monday, August 17, 2020 at 7:00 P.M.

Town Hall Conference Room

1. **United Way Presentation** – Steven Schetrom, Executive Director of the Front Royal/Warren County United Way, handed out a brochure and some data regarding the 2019-2020 United Way Fiscal year. He noted that their revenue had increased by 63%, their Community Impact Grant had increased by 17%, and the number of agencies given to had increased by 60%. He thanked the town and its citizens for their continued support.
2. **Continued Discussion of South Street Improvements Resolution** – Interim Town Manager Tederick explained that VDOT requires a resolution for the Smart Scale Program and asked if Council had any questions. Robbie Boyer, Director of Public Works, added that the application, which included a draft of their resolution, had been submitted the previous Friday. He noted that the official resolution was due in October and that VDOT would make their decision in January. Council all agreed to add the resolution to their consent agenda.
3. **Closure of Main Street Review** – Mr. Tederick stated that a motion to allow him to close Main Street had been passed on June 8<sup>th</sup>, 2020. He added that the Town had received a petition from several Main Street business owners and residents requesting the weekend street closure be stopped. He noted that the Town had also received positive feedback from citizens regarding the closure and suggested possible modifications which included opening Chester Street and the Gazebo area. Mr. Tederick requested input from council on how to proceed.

Councilman Gillispie stated that Council had good intentions to help downtown businesses in the face of the COVID when they originally decided to close Main Street. He suggested limiting the closure to once or twice a month. Councilman Cockrell noted that while several downtown businesses had signed the petition, there were many that did not. She added that there were not many people downtown the previous weekend, but suspected it was due to the extreme heat.

Councilman Sealock asked what the cost would be to have Town Staff close and open the street outside of their regular working hours. He questioned if the overtime could be considered a COVID expense. Town Finance Director, BJ Wilson, confirmed his belief that it could. Councilman Sealock also suggested changing the direction of the one-way Church Street Alley as a way to create some vehicular access to Main Street during the closure.

Mayor Tewalt stated that he had not seen many citizens eating outside recently. He suggested speaking with the downtown restaurants and other businesses in advance so they could rearrange and make accommodations. Mr. Tederick concluded that the Town should plan for the reopening of Main Street by Labor Day weekend.

4. **General Discussion of Front Royal IDA** – Due to the absence of Councilman Meza, Council agreed to postpone their discussion regarding the Front Royal IDA to a later date.

Mayor adjourned the work session at 7:26 P.M. and council went into closed session.

Mayor Initial \_\_\_\_\_

## 5. Closed Meeting – Personnel and Pending Litigation

*Councilman Cockrell moved, seconded by Councilman Gillispie that Town Council go into Closed Meeting for the following purposes: (1) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation concerning the EDA, where such consultation of briefing in Open Meeting would adversely affect the negotiation or litigating posture of the public body; “probable litigation” meaning litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party; pursuant to Section 2.2-3711. A. 7. Of the Code of Virginia. (2) Discussion concerning a prospective business or industry regarding Town-owned property, where no previous announcement has been made of the business’ or industry’s interest in locating or expanding its facilities in the community, pursuant to Section 2.2-3711. A. 5. of the Code of Virginia.*

There was unanimous consensus of Council to go into closed meeting.

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

Vote: Yes – Mayor Tewalt, Councilmen Sealock, Cockrell, Gillispie, Holloway, and Thompson

No – N/A

Abstain – N/A

Absent – Councilman Meza

ROLL CALL

**PRESENT:** Mayor Tewalt, Vice Mayor Sealock, Councilman Cockrell, Councilman Gillispie, Councilman Holloway, Councilman Thompson, Interim Town Manager Tederick, Town Attorney Napier (via telephone), Deputy Clerk of Council Lynn, Director of Finance Wilson, Director of Public Works Robbie Boyer, and members of the public and press.

**ABSENT:** Councilman Meza

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

ATTEST:

\_\_\_\_\_  
Tina L. Presley Clerk of Council

Minutes Written by Mary Ellen Lynn Deputy Clerk of Council

*Councilman \_\_\_\_\_ moved, seconded by Councilman \_\_\_\_\_ approved the Regular Council Meeting minutes of August 17, 2020 on August 24, 2020.*

Mayor Initial \_\_\_\_\_

7A



## Council Agenda Statement

Item #7A

Meeting Date: August 24, 2020

---

**Agenda Item:** Resolution Pertaining to the Second Amendment

**Summary:** At the July 13, 2020 Regular Council Meeting, Paul Aldrich requested that Council consider passing a resolution pertaining to the second amendment. Council discussed the resolution at their work sessions held on August 3<sup>rd</sup> and 10<sup>th</sup>, 2020. Council is requested to approve the original resolution as given to them at the July 13<sup>th</sup> meeting.

**Budget/Funding:** None

**Meetings:** Work Sessions held August 3<sup>rd</sup> and 10<sup>th</sup>, 2020

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

**Proposed Motion:** I move that Council approve a resolution declaring that the Front Royal, Virginia shall not exercise any authority granted to it by § 15.2-915(E) of the Code of Virginia to regulate or prohibit the otherwise legal purchase, possession or transfer of firearms or ammunition, as presented.

Approved By: \_\_\_\_\_

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

## RESOLUTION PERTAINING TO SECOND AMENDMENT

**WHEREAS**, in acknowledgment of its deep commitment to the rights of all citizens of, and visitors to, Front Royal to keep and bear arms, Front Royal Town Council previously declared Front Royal to be a ‘Second Amendment Sanctuary’; and,

**WHEREAS**, certain legislation has been passed in the Virginia General Assembly that allows localities to, by ordinance, ban otherwise lawfully possessed and transported firearms from certain public spaces, causing law-abiding citizens to be exposed to a patchwork of local ordinances as they travel throughout the Commonwealth; and,

**WHEREAS**, the Front Royal Town Council acknowledges the significant economic contribution made to our community by tourists and visitors and does not wish to discourage travel to Front Royal; and,

**WHEREAS**, Front Royal wishes to welcome all law-abiding citizens who wish to live in, visit, or otherwise participate in the economy of our community, including those citizens and visitors who choose to legally carry a firearm for personal protection; and,

**WHEREAS**, the Front Royal Town Council does not wish to infringe on the rights of the citizens of, or visitors to, Front Royal to keep and bear arms; and,

**WHEREAS**, the Front Royal Town Council wishes to express its continued opposition to any law that would unconstitutionally restrict the rights of the citizens of, and visitors to, Front Royal to keep and bear arms; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of Front Royal Virginia hereby declares Front Royal, Virginia shall not exercise any authority granted to it by §15.2-915(E) of the Code of Virginia to regulate or prohibit the otherwise legal purchase, possession, or transfer of firearms or ammunition.

APPROVED

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

Attest:

\_\_\_\_\_  
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on August 24, 2020 upon the following recorded vote:

William Sealock    Yes/No  
Lori A. Cockrell    Yes/No  
Chris Holloway    Yes/No

Gary L. Gillispie    Yes/No  
Jacob L. Meza    Yes/No  
Letasha T. Thompson    Yes/No

Approved as to form and legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Dated: \_\_\_\_\_



7B



## Council Agenda Statement

Item #7B

Meeting Date: August 24, 2020

---

**Agenda Item:** Resolution for VDOT Pertaining to South Street Improvements


**Summary:** Council discussed and chose Alternative 2 for the South Street improvements at their August 3, 2020 Work Session. They reviewed a Draft Resolution for VDOT's SMART SCALE at their work session held August 17, 2020. Council is requested to approve a Resolution pertaining to the funding of South Street Improvements, as presented.

**Budget/Funding:** The Town is applying for Smart Scale funding through VDOT to fund this project.

**Meetings:** Work Sessions held August 3<sup>rd</sup> and 17<sup>th</sup>, 2020.

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

**Proposed Motion:** I move that Council approve a Resolution for the Virginia Department of Transportation (VDOT) pertaining to South Street Improvements, as presented.

Approved By: \_\_\_\_\_ 

---

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

## RESOLUTION

### Submission of Virginia's SMART SCALE Application for South Street Improvements

**WHEREAS**, Virginia's SMART SCALE is choosing transportation projects for funding and ensuring the best use of limited tax dollars. Projects are required to "tie into" the State's Plan and meet critical transportation needs. Projects could be approved up to 100%; and,

**WHEREAS**, the process consists of a 2-year application process, a 4-year project completion for a total of 6 years. Funding runs on a 2-year cycle type of funding alternates; and,

**WHEREAS**, the design of the project must comply with all Virginia Department of Transportation (VDOT) standards and all applications are required to have the governing body submit an approved resolution with the completed application; and,

**WHEREAS**, the South Street Improvement Project has been estimated to cost approximately \$2,340,637.00 that includes raised medians and a new traffic signal to enhance safety for pedestrian crossing and access management for all users of the corridor, and,

**NOW THEREFORE BE IT RESOVED**, that the Front Royal Town Council approve the submission of an application for the Virginia SMART SCALE at 100% funding for the South Street Improvement Project.

APPROVED:

\_\_\_\_\_  
Eugene R. Tewalt, Mayor

Attest:

\_\_\_\_\_  
Tina L. Presley, Clerk of Council

---

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia, Town Council conducted on August 24, 2020 upon the following recorded vote:

William A. Sealock	<u>Yes/No</u>	Gary L. Gillispie	<u>Yes/No</u>
Lori A. Cockrell	<u>Yes/No</u>	Jacob L. Meza	<u>Yes/No</u>
Chris Holloway	<u>Yes/No</u>	Letasha T. Thompson	<u>Yes/No</u>

\*\*\*\*\*

Approved as to Form and Legality:

\_\_\_\_\_  
Douglas W. Napier, Town Attorney

Dated: \_\_\_\_\_

7C



## Council Agenda Statement

Item #7C

Meeting Date: August 24, 2020

---

**Agenda Item:** Bid for Equalization Blowers Replacement for Wastewater Treatment Plant

**Summary:** Council is requested to approve two equalization blowers from sole source procurement Engineered Systems and Products in the amount of \$43,480.40, two variable frequency drives procured from Capital Electric in the amount of \$13,906.00 and two electrical conduit procured from Power-Comm Electrical & Communications in the amount of \$14,260.00. Council is requested to approve the procurements in the amount of \$71,646.40

**Budget/Funding:** \$70,000 was encumbered from FY20 budget line item 9801-R7001 Machinery & Equipment. The remaining \$1,646.40 is available under 9801-47001.

**Meetings:** None

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

**Proposed Motion:** I move that Council approve two equalization blowers from sole source procurement Engineered Systems and Products in the amount of \$43,480.40, two variable frequency drives procured from Capital Electric in the amount of \$13,906.00 and two electrical conduit procured from Power-Comm Electrical & Communications in the amount of \$14,260.00. Council is requested to approve the procurements in the amount of \$71,646.40 to replace the equalization blowers in the Wastewater Treatment Plant.

Approved By: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_



# Town of Front Royal, Virginia

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Purchasing, Department of Finance

## MEMORANDUM

---

**Date:** August 17, 2020  
**To:** Tina Presley, Senior Executive Assistant  
**From:** Alisa Scott, Manager of Purchasing  
**RE:** Request to add action item to Town Council Agenda

---

Purchasing received a request from the Waste Water Treatment Plant to replace the 2 equalization blowers used 24 hours a day, 7 days a week for the last 30 years to prevent odors. Enclosed is a memo from the Public Works Director, Robbie Boyer requesting the sole source purchase along with a sole source form.

This purchase qualifies as a sole source procurement in accordance with the Virginia Public Procurement Act because Engineered Systems & Products, Inc., Richmond, VA, is the only source practicably available to provide the Town with the size requirement for the blowers' structure. Once approved, The purchase order to Engineered Systems & Products is anticipated to be awarded by the Town Council on or about August 25, 2020 and will be posted on the state's e-procurement site, eVA for the required 10 days.

Supporting the replacement of the 2 equalization blowers is the requirement of 2 new Variable Frequency Drives (VFD)s and conduit installed that is not procured via the sole source method. All supporting documentation has been attached to this request. Costs for the project is \$71,646.40 and broken down as follows:

\$43,480.40 – (2) Equalization Blowers

\$13,906.00 – (2) Variable Frequency Drives procured from Capital Electric

\$14,260.00 – (2) Electrical Conduit procured from Power-Comm Electrical & Communications

\$70,000.00 for this purchase was encumbered from FY20 budget under line item 9801-R7001 Machinery & Equipment. The remaining \$1,646.40 is available under 9801-47001.

Purchasing, Department of Finance  
102 E Main Street  
Front Royal, VA 22630  
Website: [www.frontroyalva.com](http://www.frontroyalva.com)  
Phone 540-636-6889

# Memo



## Town of Front Royal Public Works

**TO: Alisa Scott, Manager of Purchasing**  
**FROM: Robert Boyer, Public Works Director**  
**CC: Robbie Taylor, Manager of Wastewater Treatment**  
**DATE: July 29, 2020**  
**RE: Recommendation of purchase for Eurus blowers & VFD's**

---

Alisa,

Robbie Taylor and I have been working on replacing the two existing equalization blowers at the wastewater treatment plant, the current blowers at the treatment plant are thirty years old and have been used 24hrs a day for seven days a week. We have looked at several different brands of blowers and the 60hp Eurus blowers are the only blower that was small enough to fit in the building where these need to go and was also the only blower within our budgeted cost range.

These two blowers are used to keep the sewage inside of the equalization basins mixed up, so it does not settle to the bottom and harden up and create odors. We would like to recommend moving forward with the purchase of the two 60hp Eurus blowers and two new variable frequency drives to replace the existing equipment that's currently 30yrs old.

This cost has been budgeted in 9801-R7001 for \$70,000.00 on PO# 29925. The cost for two Eurus 60hp blowers is \$43,480.40 and the VFD cost is \$13,906.00 for a total price of \$57,386.40. There will be some additional cost to have large diameter conduit installed to each new unit.



## SOLE SOURCE JUSTIFICATION FORM

Requesting Department: Wastewater Treatment Plant

Description of Commodities or Services: Purchase of Two Eurus 60 HP blowers and two variable frequency drives.

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)

RBB 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

Date: 7/29/20

Verification by Department Head: \_\_\_\_\_

Signature



**TOWN OF FRONT ROYAL, VIRGINIA**  
**REQUISITION FOR PURCHASE**

Requisition Date: 07/09/20

Date Received \_\_\_\_\_  
By Purchasing: \_\_\_\_\_

To Purchasing:

Department Public Works Branch Wastewater Treatment

Deliver to \_\_\_\_\_ Via \_\_\_\_\_ Purchase Order No. 29925

Suggested Vendor Engineerd Systems & Products INC.

Quantity	Unit	Catalog or Model Number	Item - (Complete Description)	Code	Unit Price	Total
2	Ea.		Provide 2 Eurus 60 HP Blower Packages as Per Quote No.1200273 Dated 5/20/2020 Shipping Startup		\$20,090.20  \$1,200.00 \$900.00	\$40,180.40  \$2,400.00 \$900.00
			R9801/7001			

Request For Quotation No. \_\_\_\_\_

Total Order \$43,480.40

I hereby certify that the items  
requested above are necessary for  
the use of this department.

Approved \_\_\_\_\_  
Town Manager

Authorized by: Robert B. Batten

## TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT

Waste water

BUYER

Robert B. Boyer

DATE

7-17-2020

DESCRIPTION OF COMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
60 HP BLOWER	2	ENGINEERED SYSTEMS	SHERWOOD LOGAN	LAND SOLUTIONS
COST OF COMMODITIES/SERVICES (LESS FREIGHT)		\$ <u>41,080.40</u>	\$ <u>81,718.00</u>	\$ <u>138,520</u>
FREIGHT/DELIVERY COST		\$ <u>2900.00</u>	\$ <u>1,000.00</u>	\$ <u>10,610.00</u>
GRAND TOTAL, NET THIRTY TERMS		\$ <u>43,980.40</u>	\$ <u>82,718.00</u>	\$ <u>139,581</u>
PRICES FIRM THROUGH				<u>12-31-20</u>
<p>Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor.</p> <p>The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.</p>	VENDOR NAME			
	FED TAX I.D./SSN#			
	ADDRESS			
	CITY, STATE			
	PHONE/FAX			
	CONTACT			
<p>Number of vendors solicited <u>3</u></p> <p>If none, please state reasons on the back of this form.</p>	<p>BUYERS SIGNATURE</p> <p><u>Robert B. Boyer</u></p>			

**Engineered Systems & Products, Inc.**

8121 Virginia Pine Court

Richmond, VA 23237

Phone: 804-271-7200

www.esp-richmond.com

sales@esp-richmond.com

**QUOTE**

QUOTE #	1200273
DATE	5/20/2020
REVISION #	

## NAME:

Front Royal WWTF

Manassas Ave

Front Royal, VA 22630

(540) 692-4723

## SHIP TO:

Front Royal WWTF

Manassas Ave

Front Royal, VA 22630

(540) 692-4723

CUST REF	TERMS	REP	FOB	SHIPMENT
	PROGRESSIVE	CM		4-6 weeks, 2 weeks for submit

DESCRIPTION	QTY	RATE	TOTAL
Eurus 4512/60 HP Motor/5" Blower Package with Sound Enclosure System Parameters: 874 ICFM, 10.95 PSIG Operating, 11.5 PSIG Relief. The Blower Package includes the following items: Eurus 4512 Blower -60 HP, TEFC, Premium Efficient, 1800 RPM, 3 Ph, 60 Hz, 208-230/460 V motor -6" Inlet filter/silencer with replaceable paper element -5" Chamber-Absorption discharge silencer, removable -Structural steel base with spring loaded belt tensioning -Flexible connector between blower and discharge silencer -Premium Belt Drive (Low Overhung Load) -OSHA V-Belt Guard -5" Spool Piece for -5" Check Valve. -3" Weighted Relief Valve set at 11.5 PSIG. -0-15 PSIG pressure gauge. - Painted and assembled	2	20,090.20	40,180.40
The Sound Enclosure includes the following items: Aluminum construction PSI acoustical polyurethane foam for standard absorption efficiency Polyurethane foam is resistant to heat and oils			
FREIGHT CHARGES	2	1,200.00	2,400.00
Factory Startup Assistance ( per day cost)	1	900.00	900.00
Contracts over \$25,000 used required progressive payment terms: 25% deposit, 75% net 30 days from delivery			

**Signed:****TOTAL****\$43,480.40**

We wish to thank you for this opportunity to quote. If we can be of further assistance to you, please do not hesitate to call us. All quotations are subject to credit approval. Any change in item, item quantity, or description may result in a price revision for all items quoted. This quote is valid for 30 days, and unless otherwise noted, does not include any applicable taxes, delivery or installation.

**THANK YOU FOR YOUR BUSINESS!**



## Clark Neff

---

**From:** Matt Harrison <harrison.m@sherwoodlogan.com>  
**Sent:** Wednesday, May 20, 2020 10:02 AM  
**To:** Clark Neff  
**Subject:** Front Royal WWTP, VA: Aerzen Scope  
**Attachments:** AERZEN GAD\_GM035S\_DN150\_GB-006954-P2031100 REV-.pdf; E03-72516.Front Royal WWTP, VA PD Option Scope.pdf; E03-72516.Front Royal WWTP, VA Hybrid Option Scope.pdf; AERZEN GAD\_D036S\_DN150\_GB-007152-P2032100 rev-.pdf

Clark,

Please find attached revised scopes of supply and GA drawings for the Aerzen Blowers.

PD Option (2 Blowers)- \$81,718.00 TOTAL including freight & startup

Hybrid Option (2 Blowers)- \$90,899.00 TOTAL including freight & startup

Let me know if there are any questions

Thanks!

Matt Harrison, Sales Engineer- Virginia  
Sherwood-Logan & Associates, Inc.  
9710 Farrar Court  
Suite O  
Richmond, VA 23236

Office: 804-560-5410  
Mobile: 804-357-4086



**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**AERZEN** Reference Number: E03-72516

20-May-20

Re: Front Royal WWTP, VA

Page 1 of 2

<b>AERZEN</b> Representative Info:	
Name - Matt Harrison of Sherwood Logan	
e-mail - harrison.m@sherwoodlogan.com	
phone - (804) 357-4086	

<b>AERZEN</b> Proposal Prepared By:	
Name - Dan Coleman	
email - dan.coleman@aerzen.com	
phone - (484) 718-3607	
<b>AERZEN</b> Regional Manager:	
Name - Scott Trail	
e-mail - scott.trail@aerzen.com	
phone - (484) 678-6578	

**This scope of supply does NOT include the following items: MCC Starter, VFD, External Controls, Isolation Valves, Anchor Bolts and Installation Hardware. VFD is available, either separate or mounted.**

**PD Option****Model: GM 35S****Performance Data:**

		<b>Design</b>	<b>Min</b>
Intake volume, handled at intake condition	icfm	874	330
Volume handled at normal condition	scfm	765	289
Relative humidity	φ	36%	36%
Intake pressure (abs.)	psia	14.44	14.44
Pressure difference	psig	9.56	9.56
Intake temperature	°F	115	115
Discharge temperature	°F	243	275
Main rotor speed	rpm	2,583	1,221
Motor Speed	rpm	1,780	841
Power consumption at coupling	bHp	47.1	21.2
Motor Rating	HP	<b>60</b>	
Tolerance on flow & power	± 5 %		
Sound pressure level w/ enclosure	dB(A)	75	

\*Measured in free field at 3ft. distance from the outline of the unit

\*does not include system piping noise (tol. ± 2 dB(A)).

**Weights & Dimensions:**

Discharge connection	EPDM ANSI	6"	
Blower pkg weight	lbs.	3,391	
Envelope dim.*	LxWxH in.	71 x 59 x 78	Add 16in to width for VFD
Cooling Fan	shaft driven	shaft driven	

\* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**AERZEN** Reference Number: E03-72516

20-May-20

Re: Front Royal WWTP, VA

Page 2 of 2

**PD Option****GM 35S**

**Aerzen Generation 5 Delta Blower Package consists of the following components, assembled in our factory.**

- Aerzen Rotary Lobe Blower GM Series
- base frame with integrated reactive type silencer
- hinged motor support as automatic belt tensioning device
- set of vibration isolating mounts
- intake filter-silencer
- narrow V-belt drive with guard
- spring loaded pressure relief valve
- discharge manifold with externally accessible integrated check valve
- flexible connector with clamps for schedule 40 pipe, discharge

**Scope of Supply**

- 2 compact blower package as listed above
- 2 motor 60Hp, 4-pole, NEMA, TEFC, 208-230/460v / 60Hz, prm-eff, 364T, T-Stat, AEGIS ring
- 2 sound enclosure with integral shaft driven cooling fan
- 2 set of instrumentation (4" gauges: P1, P2, T2 with High Temp Switch)
- 2 VFD, NEMA 12, 60HP, w/ DC choke, (150A) fuse disconnect
- 2 VFD comes installed front face mounted on blower

**Factory Services**

- 2 ISO-1217 test report(s)
- 2 factory set PRV to 10.9 psig

**Onsite Manufacturer Services**

- 1 trip(s), 2 day(s) total installation inspection, startup, testing & training

**Spare Parts**

- 2 air filter, 2 belt set, 2 Delta Lube 1-Gal,

**Freight & Packaging**

- 1 freight to jobsite
- 2 domestic packaging

**TOTAL for     2     unit(s)     c/o: Matt Harrison of Sherwood Logan**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**Pricing: DAP Jobsite**

**Terms: This offer is subject to Aerzen Standard Terms and Conditions (A2-001-USA January 2009)**

**Warranty: 24 months after start up or 30 months after delivery, which ever comes first on Aerzen package\***

\*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

\*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

**AERZEN**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**AERZEN** Reference Number: E03-72516

Re: Front Royal WWTP, VA

20-May-20

Page 1 of 2

<b>AERZEN</b> Representative Info:	
Name -	Matt Harrison of Sherwood Logan
e-mail -	harrison.m@sherwoodlogan.com
phone -	(804) 357-4086

<b>AERZEN</b> Proposal Prepared By:	
Name -	Dan Coleman
email -	dan.coleman@aerzen.com
phone -	(484) 718-3607
<b>AERZEN</b> Regional Manager:	
Name -	Scott Trail
e-mail -	scott.trail@aerzen.com
phone -	(484) 678-6578

**This scope of supply does NOT include the following items: MCC Starter, VFD, External Controls, Isolation Valves, Anchor Bolts and Installation Hardware. VFD is available, either separate or mounted.**

**Hybrid Option****Model: D 36S****Performance Data:**

		<b>Design</b>	<b>Min</b>
Intake volume, handled at intake condition	icfm	874	333
Volume handled at normal condition	scfm	765	292
Relative humidity	Φ	36%	36%
Intake pressure (abs.)	psia	14.44	14.44
Pressure difference	psig	9.56	9.56
Intake temperature	°F	115	115
Discharge temperature	°F	225	248
Main rotor speed	rpm	7,293	3,500
Motor Speed	rpm	3,550	1,704
Power consumption at coupling	bHp	39.7	18.0
Motor Rating	HP	<b>50</b>	
Tolerance on flow & power	± 5 %		
Sound pressure level w/ enclosure	dB(A)	70	

\*Measured in free field at 3ft. distance from the outline of the unit

\*does not include system piping noise (tol. ± 2 dB(A)).

**Weights & Dimensions:**

Discharge connection	EPDM ANSI	6"	
Blower pkg weight	lbs.	3,043	
Envelope dim.*	LxWxH in.	71 x 59 x 78	Add 16in to width for VFD
460VAC Cooling Fan	kW	0.19	
AERtronic	kW	0.2	

\* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector



**AERZEN USA CORPORATION**

108 Independence Way  
Coatesville, PA 19320  
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

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Re: Front Royal WWTP, VA

20-May-20

Page 2 of 2

**Hybrid Option****D 36S**

**Aerzen Delta Hybrid Blower Package consists of the following components, assembled in our factory.**

- Aerzen Rotary Lobe Compressor D Series
- base frame with integrated reactive type silencer
- hinged motor support as automatic belt tensioning device
- set of vibration isolating mounts
- intake filter-silencer
- narrow V-belt drive with guard
- spring loaded pressure relief valve
- discharge manifold with externally accessible integrated check valve
- flexible connector with clamps for schedule 40 pipe, discharge

**Scope of Supply**

- 2 compact blower package as listed above
- 2 motor 50Hp, 2-pole, NEMA, TEFC, 208-230/460v / 60Hz, prm-eff, 326TS, T-Stat, AEGIS ring
- 2 sound enclosure with integral 460V cooling fan and factory supplied fan motor starter
- 2 set of sensors (P1, P2, T2 & Oil Temp) w/AERtronic Control (460VAC, 5Amp), EM4, E-Stop
- 2 VFD, NEMA 12, 50HP, w/ DC choke, (125A) fuse disconnect
- 2 VFD comes installed front face mounted on blower

**Factory Services**

- 2 ISO-1217 test report(s)
- 2 factory set PRV to 10.9 psig

**Onsite Manufacturer Services**

- 1 trip(s), 2 day(s) total installation inspection, startup, testing & training

**Spare Parts**

- 2 air filter, 2 belt set, 2 oil filter -Hybrid, 3 Delta Lube 1-Gal,

**Freight & Packaging**

- 1 freight to jobsite
- 2 domestic packaging

**TOTAL for 2 unit(s) c/o: Matt Harrison of Sherwood Logan**

**Confidential & Proprietary - this document shall not be distributed to anyone other than the intended recipients.**

**Pricing: DAP Jobsite**

**Terms: This offer is subject to Aerzen Standard Terms and Conditions (A2-001-USA January 2009)**

**Warranty: 24 months after start up or 30 months after delivery, which ever comes first on Aerzen package\***

\*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

\*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.



Mr. Lucas Magrini  
Engineered Sales & Service  
Vand Solutions LLC  
127 Beckingham Loop  
Cary NC 27519-6372

Kaeser Compressors, Inc.  
PO Box 946  
Fredericksburg, VA 22404  
Contact: Travis Snead  
Tel: (804) 402-6340

c/o Vand Solutions  
Lucas Magrini  
Tel: (919) 909-8050

Your reference	Customer no.	Quotation no.	Date
Front Royal, VA	529482	86185043	05/14/2020

Dear Bidding Contractor:

Project: Front Royal, VA EQ Blowers

We are pleased to present the following proposal for your review. With Kaeser Compressors, you can be confident your organization will benefit from years of engineering expertise, premium products, and a nationwide service network. Our products reduce life cycle costs with years of reliable service, simple maintenance and high energy efficiency-making them the smart investment.

Kaeser will be providing our standard equipment and instrumentation. Kaeser's scope of supply is as shown on the quote. Items not quoted will not be provided. Kaeser takes exception as noted on the markup of the specifications included with this quote.

Thank you for the opportunity to prove Kaeser Compressors offers the product solutions for your needs, as well as the customer service you deserve.

Sincerely,

Calvin Wallace  
Project Support Engineer

## PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
20	<b>Screw Blower</b>					
	<b>EBS380M 50hp 5680rpm</b>	EBS.1	2.000	PC	67,250.00	134,500.00
	Country of installation	USA				
	Model	EBS 380 M				
	Electrical connection	460V / 3 / 60Hz				
	Operating mode	Gauge pressure				
	Inlet from	Intake from pipeline				
	Rated power	50.0 hp				
	Rated block speed	5.680 rpm				
	Control cabinet version	SFC integrated				
	Operation with FC	yes				
	Pressure differential	11.0 psi				
	Flow rate	897 cfm				
	Sound enclosure	with enclosure				
	fan voltage	460V / 3 / 60Hz				
	Check plate	yes			1,260.00	2,520.00
						137,020.00
	<b>**Spare Parts**</b>					
35	<b>Filter non-woven DN150</b>	895411.0	2.000	PC	71.00	142.00
45	<b>Filter mat 283x283x10</b>	7.4519.00010	6.000	PC	23.84	143.04
55	<b>V-belt kit 3 XPA 1850</b>	834824.0	2.000	SE	134.95	269.90
65	<b>SIGMA FLUID G-680 1 l</b>	9.0188.20020	8.000	PC	41.00	328.00

*Energy*  
**saving**

*preserves the environment and resources*

## PRICE SUMMARY

Item	Description	Material	QTY	UM	Unit price USD	Total USD
75	Anti-friction bearing grease Unirex N3 4	6.3234.0	4.000	PC	38.68	154.72
<b>**Services**</b>						
95	STARTUP LABOR Blower Start-up Assistance for the blower packages quoted. Please provide two week notice to schedule.	USSTARTUP	1.000	PC	1,500.00	1,500.00
105	Shipping and Handling The freight charge quoted is just an estimate and may be subject to change if the rates are higher when the actual shipment is made.	US05-FREIGHT	1.000	PC	1,061.00	1,061.00
<b>TOTAL PRICE</b>						<b>140,618.66</b>

Pricing does not include applicable sales taxes.

**Terms of payment:**

Within 30 days

Payment terms are subject to credit approval.

**Terms of delivery (Incoterms® 2010)**

FCA US Shipping Point

If prepay and add shipping is requested the freight charges will be added to the invoice.

**Quotation valid until**

12/31/2020

**Estimated delivery time:**

Estimated 14-16 weeks upon release to production.

Should there be a requested delay in the scheduled ship date, a weekly storage fee equal to 1% of the net value of the order will be charged until the order is shipped.

**Contractual basis****Terms and conditions:**

This Quote is effective and expressly conditional on Buyer's assent to all terms and conditions incorporated in this Quote that are additional to or different from those stated in Buyer's purchase order or other documents. However, if an executed, mutually agreed contract or agreement exists, that document shall take precedence. Buyer's assent to this provision will be manifested by ordering, paying for, or receiving any portion of the goods designated herein. Any modifications made by the recipient to the information provided on this quote form shall not be honored and shall be considered null and void. Seller's terms and conditions are available on request, and at [us.kaeser.com/terms](http://us.kaeser.com/terms).

Energy  
**saving**

*preserves the environment and resources*

Authorized by: Rohit K. Beyer



## TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT WastewaterBUYER Robert B. BoyerDATE 7-17-2020

DESCRIPTION OF COMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
60 HP HEAVY DUTY VFD WITH ENCLOSEURE AND MAIN DISCONNECT	2	CAPITAL ELECTRIC	GRAYBAR	ENGINEERING SYSTEMS
COST OF COMMODITIES/SERVICES (LESS FREIGHT)		\$ 13,906.00	\$ 17,021.68	\$ 23,158.00
FREIGHT/DELIVERY COST		\$	\$	\$
GRAND TOTAL, NET THIRTY TERMS		\$	\$	\$
PRICES FIRM THROUGH				
<p>Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor.</p> <p>The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.</p> <p>R 9801-7001</p>	VENDOR NAME			
	FED TAX I.D./SSN#			
	ADDRESS			
	CITY, STATE			
	PHONE/FAX			
	CONTACT			
<p>Number of vendors solicited <u>3</u></p> <p>If none, please state reasons on the back of this form.</p>	<p>BUYERS SIGNATURE</p> <p><u>Robert B. Boyer</u></p>			

# Quotation Request



Date: 6/19/2020

Customer: Town of Front Royal  
ATTN: Clark Neff  
1100 Manassas Avenue  
Front Royal, VA 22630

1901 N Hamilton St  
Richmond, VA 23230

Prepared By:  
Jeff Jerabek  
Automation & Control Business Development Manager (BDM) □  
[jeff.jerabek@capitalelectricsupply.com](mailto:jeff.jerabek@capitalelectricsupply.com)

Project Square D Enclosed VFD Quote

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Each</u>	<u>Total</u>
2	ENCLOSED VFD	ATV660D55T4H2ANWABN-Altivar 660 Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 60 Horsepower Sized for Heavy duty. Drive controller rated for 88 Max Output Amps Type 12 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Control options: Hand-Off-Auto selector switch Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 3% Line Impedance as Standard Revision - 6/19/2020 - (20200609/20200609)	\$6,953.00	\$13,906.00

Estimated days to ship, excluding transit: 15 working days after customer release to manufacturer. See Conditions of Sale.

**TOTAL** \$13,906.00



45145 OCEAN COURT  
STERLING VA 20166-2345  
Phone: 703-889-1180  
Fax: 703-631-8019

To: VFD  
STERLING VA 20166  
Attn: ESTIMATING  
Phone:  
Fax:  
Email:

Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2  
Release Nbr:  
Purchase Order Nbr:  
Additional Ref#  
Valid From: 06/24/2020  
Valid To: 07/24/2020  
Contact: BENJAMIN FIGGERS  
Email: benjamin.figgers@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		2 EA	SQUARE D CO.	ATV660D75T4H2 ANWABN		\$7,351.11	1	\$14,702.22

\*\*\*Item Note:\*\*\* Q-1825628

QTY 2  
Product Description  
Designation : 75HP  
Product Details :  
2 - ATV660D75T4H2ANWABN-Altivar 660  
ATV660D75T4H2ANWABN  
Designation: 75HP  
Main circuit breaker disconnect  
100k AIC rated  
Selected for 460 Vac 3 phase motor  
75 Horsepower  
Sized for Heavy duty.  
Drive controller rated for 106 Max Output Amps  
Type 12 Enclosure  
UL508A Label  
RAL7035 (Gray)  
Power Circuit W: Drive combination package  
Control options:  
Hand-Off-Auto selector switch  
Speed Potentiometer  
Pilot light options:  
Power on pilot light (red)  
Run pilot light (green)  
Trip pilot light (yellow)  
Auxiliary contacts:  
1 NO/NC run contact

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

To: VFD  
STERLING VA 20166  
Attn: ESTIMATING

Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1 NO/NC trip contact  
3% Line Impedance as Standard  
Revision - 6/25/2020 - (20200609/20200609)  
6/25/2020 4:16:25 PM  
Estimated days to ship, excluding transit: 15 working days after customer release to manufacturer. See Conditions of Sale.

### NOTES:

- 55HP IS NOT AN OPTION. THIS UNIT IS 75HP.

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200	1 EA SQUARE D CO. START UP	\$2,319.46	1	\$2,319.46
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\*\*\*Item Note:\*\*\*

QTY: 1

Designation : Start-Up

Product Details :

1 - SRVSTRUPVSDSTD-Startup Services - Straight Time

Schneider Electric will perform the Scope of

Work per Schneider Electric document

1910DB1302-120213 "Scopes of Work for

Electrical Acceptance Testing."

Work will be performed during Straight Time

(any scheduled 8 hour period between 06:00

and 18:00 hours Monday thru Friday).

It is estimated that the service will be performed using one technician with all equipment and tests performed in immediate succession, unless otherwise specified.

If equipment is not available or prepared to be tested in the number of days specified, additional travel and expense charges may apply.

For each hour that SE Services is delayed at the job site due to the unavailability of the equipment for any reason, a charge at the applicable T&M rates will be added to the invoice.

Startup scope of work includes Schneider Electric technician supervision during energization of equipment. Quote price is based on energization during final day of

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To: VFD  
STERLING VA 20166  
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Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2

## Proposal

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inspection and testing.

If additional trips are required in order to provide energization supervision, additional travel, expense and labor charges will apply. To schedule date for start of work, call: 1-888-SQUARED (1-888-778-2733).

Schneider Electric services must be contacted prior to 3 weeks from the required date of service to avoid additional charges. Reference SE Terms and Conditions of Sale for Proposal Based Projects 0100PL0043R12/12 dated 12/2012.

Formal test report(s) will be provided upon completion of the startup service.

Trip summary:

Round Trip Distance: Up to 150 Miles

Technician will make 1 trip to the job site per day of service (total of trips)

Equipment to be started up and included in this complimentary warranty is listed below.

Sel Rev: (20160224/20160224)

Tra Rev: 6/19/2020 8:08:08 PM/ 6/19/2020

\*\*\*\*\*

Following user entered devices included in startup:

Qty 2 Enclosed Process Drive - 125HP and below

\*\*\*\*\*

30 month complimentary extended warranty.

Schneider Electric Services is pleased to offer a complimentary 30 month warranty extension above and beyond our standard warranty and any purchased extended warranties.

For details on 30 month complimentary warranty please reference document 8800DB0101R05/18 Service Guide for AC Drives and Softstarters.

Std equipment warranty is 18 months from date of shipment or 12 months from issuance of a substantial completion

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STERLING VA 20166  
Attn: ESTIMATING

Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2

## Proposal

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letter by the customer subject to  
Schneider Electric Terms and Conditions  
of Sale for Proposal Based Projects  
0100PL0043R12/12 dated 12/2012.

The 30 month warranty extension only  
applies to equipment that is successfully  
started up, invoiced by SE, and paid in  
full by the customer.

If startup with SE Services is not  
completed and paid in full, the bonus 30  
month warranty will be invalid, but the  
standard warranty and any purchased  
extended warranties will still be in  
effect.

### 1 - SRVRECRSTVFD30MO-30 MONTH BONUS STARTUP WARRANTY DRIVES

Schneider Electric Services is pleased to  
offer a complimentary 30 month warranty  
extension above and beyond our standard  
warranty and any purchased extended  
warranties.

For details on 30 month complimentary  
warranty please reference document  
8800DB0101R05/18 Service Guide for AC  
Drives and Softstarters.

Std equipment warranty is 18 months from  
date of shipment or 12 months from  
issuance of a substantial completion

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To: VFD  
STERLING VA 20166  
Attn: ESTIMATING

Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Total in USD (Tax not included): \$17,021.68

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: VFD  
STERLING VA 20166  
Attn: ESTIMATING

Date: 06/29/2020  
Proj Name:  
GB Project Qte#: 0235653512 Rev-2

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

---

### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fees, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery of goods or services occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are best estimates, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in provision of services, shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods as indicated in the statement of work may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.
17. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.

Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

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8121 Virginia Pine Court  
Richmond, VA 23237  
Phone: 804-271-7200  
[www.esp-richmond.com](http://www.esp-richmond.com)  
[sales@esp-richmond.com](mailto:sales@esp-richmond.com)



QUOTE #	1200279
DATE	5/28/2020
REVISION #	

Attn: Clark Neff  
Front Royal WWTF  
Manassas Ave  
Front Royal, VA 22630  
(540) 692-4723

Front Royal WWTF  
Manassas Ave  
Front Royal, VA 22630  
(540) 692-4723

CUST REF	TERMS	REP	FOB	SHIPMENT
RFQ-052820	NET 30	RJS	FACTORY	2 weeks /ARO

DESCRIPTION	QTY	RATE	TOTAL
ABB VARIABLE FREQUENCY DRIVE	1	6,517.00	6,517.00
Model: ACQ580-01-096A, 60HP,480v,HD Drive NEMA 12			
ADDITIONAL OPTION:			
ACQ 01 096A 01-096A wall mount enclosure	1	6,062.00	6,062.00
VIRGINIA SALES TAX		5.30%	666.69

**Signed:** Rich Stafford - [rstafford@esp-richmond.com](mailto:rstafford@esp-richmond.com)

<b>TOTAL</b>	<b>\$13,245.69</b>
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We wish to thank you for this opportunity to quote. If we can be of further assistance to you, please do not hesitate to call us. All quotations are subject to credit approval. Any change in item, item quantity, or description may result in a price revision for all items quoted. This quote is valid for 30 days, and unless otherwise noted, does not include any applicable taxes, delivery or installation.

**THANK YOU FOR YOUR BUSINESS!**



Robert B. Baker

# TOWN OF FRONT ROYAL THREE QUOTE FORM

DEPARTMENT WWTP

BUYER Robbie Boyer

DATE 8/7/2020

DESCRIPTION OF COMMODITIES/SERVICES	QTY	VENDOR	VENDOR	VENDOR
Electrical portion of installing Equalization Blower/VFD Power and VFD Rated Copper Wire		PowerComm	Shallow Creek Electrical Services	McDean
<b>COST OF COMMODITIES/SERVICES (LESS FREIGHT)</b>		\$ 14,260.00	\$ 19,838.91	\$ 30,089.00
<b>FREIGHT/DELIVERY COST</b>		\$ _____	\$ _____	\$ _____
<b>GRAND TOTAL, NET THIRTY TERMS</b>		\$ _____	\$ _____	\$ _____
<b>PRICES FIRM THROUGH</b>		30 days	30 days	_____

<p>Quotations on this form have been solicited by the buyer indicated on this form without furnishing any information to a vendor which may afford a vendor an advantage over another vendor.</p> <p>The undersigned has hereby solicited three valid quotations in accordance with the Town of Front Royal's purchasing procedures.</p> <p style="font-size: 1.2em; margin-left: 20px;">980/-247001</p>	<b>VENDOR NAME</b>	Power-Comm Electrical & Communications	Shallow Creek Electrical Services	McDean
	<b>FED TAX I.D./SSN#</b>			
	<b>ADDRESS</b>	1295-A Progress Dr		199-3 Sulky Drive
	<b>CITY, STATE</b>	Front Royal, VA 22630	Winchester, VA	Winchester, VA 22602
	<b>PHONE/FAX</b>	540-636-7082		540-868-1085
	<b>CONTACT</b>			Richard Dunn, Project Manager

<p>Number of vendors solicited <u>3</u></p> <p>If none, please state reasons on the back of this form.</p>	<p><b>BUYERS SIGNATURE</b></p> <p style="font-size: 1.2em; text-align: center;"><i>Robbie Boyer</i></p>
--	---

# Power - Comm

Electrical & Communications

1295-A PROGRESS DRIVE  
FRONT ROYAL, VA 22630

540-636-7082

## Estimate

Date	Estimate #
7/30/2020	1438

Name / Address
TOWN OF FRONT ROYAL, VA

SPECIFICATIONS OF ESTIMATE	Qty	Rate
<p>THIS PROPOSAL IS FOR THE ELECTRICAL PORTION OF THE ABOVE REFERENCED PROJECT. IT IS AS FOLLOWS:</p> <p>REFERENCE: WATER TREATMENT FACILITY</p> <p>PROPOSAL INCLUDES:</p> <p>1) INSTALL OWNER SUPPLIED VFD</p> <p>2) PROVIDE AND INSTALL ALL CONDUITS AND WIRE FROM EXISTING SERVICE AND LANDING ALL WIRES ON EXISTING BREAKERS, THEN RUNNING CONDUITS AND WIRE TO 2 NEW VFD'S</p> <p>3) PROVIDE AND INSTALL ALL CONDUITS AND WIRE FROM NEW VFD'S TO NEW MOTORS</p> <p>4) PROVIDE AND INSTALL 2 - 3/4 CONDUITS FROM EACH VFD TO 2 EXISTING CONTROL BOXES. 1 FOR LOW VOLT AND 1 FOR LINE VOLT</p> <p><b>** NOTE: OPTIONAL VFD RATED COPPER WIRE WILL BE ADDITIONAL COST, COST WILL BE AN ADDITIONAL <u>\$4,060</u> (ALL WIRE TO BE 1/0 COPPER AND 1 TO BE #6 COPPER FOR GROUND)</b></p> <p>PROPOSAL EXCLUDES:</p> <p>1) PERMIT</p> <p>2) ANY CHANGES AFTER DATE OF PROPOSAL. CHANGES WILL BE ADDITIONAL AND REQUIRE A CHANGE ORDER REQUEST BEFORE COMPLETING CHANGES</p> <p>3) CUTTING, PATCHING, TRENCHING (INSIDE/OUTSIDE), ROCK REMOVAL, SOIL REPLACEMENT/FILL, SEEDING, STRAWING, TAMPING, WEATHER OR CONTRACTOR DELAYS, REPAIRS OR REPLACEMENT OF DRYWALL, PAINTING, CONCRETE, ETC</p>	1	10,200.00
		4,060
<b>Total</b>		14,260



**Power - Comm**  
Electrical & Communications

1295-A PROGRESS DRIVE  
FRONT ROYAL, VA 22630

540-636-7082

# Estimate

Date	Estimate #
7/30/2020	1438

Name / Address
TOWN OF FRONT ROYAL, VA

SPECIFICATIONS OF ESTIMATE	Qty	Rate
<p>We hereby propose to complete in accordance with the above specifications, for the sum stated with the payments to be made as follows: Any draws throughout job and final payment is due within 30 days of invoice.</p> <p>*****</p> <p>Note: Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the estimate. All agreements contingent upon mechanical or weather delays. The customer above is the party solely responsible for allowing work to be performed on the property mentioned above.</p> <p>*****</p> <p>Power-Comm reserves the right to charge interest at 2% per month on all past due balances. The customer shall also be liable for the cost of collections, including Attorney's fees. We reserve the right to apply payments received to any outstanding balance owed by the above person and/or entity.</p> <p>*****</p> <p>ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and are hereby accepted. Power-Comm is authorized to complete the work as specified and payments will be made as outlined above.</p> <p>Date of Acceptance: _____</p> <p>Signature of Authorized Company Representative: _____</p> <p>*** THIS ESTIMATE IS GOOD FOR 30 DAYS ***</p>		
<b>Total</b>		\$10,200.00

# Power - Comm

Electrical & Communications

1295-A PROGRESS DRIVE  
FRONT ROYAL, VA 22630

540-636-7082

## Estimate

Date	Estimate #
7/30/2020	1438

Name / Address
TOWN OF FRONT ROYAL, VA

SPECIFICATIONS OF ESTIMATE	Qty	Rate
<p>We hereby propose to complete in accordance with the above specifications, for the sum stated with the payments to be made as follows: Any draws throughout job and final payment is due within 30 days of invoice.</p> <p>*****</p> <p>Note: Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change orders and will become an extra charge over and above the estimate. All agreements contingent upon mechanical or weather delays. The customer above is the party solely responsible for allowing work to be performed on the property mentioned above.</p> <p>*****</p> <p>Power-Comm reserves the right to charge interest at 2% per month on all past due balances. The customer shall also be liable for the cost of collections, including Attorney's fees. We reserve the right to apply payments received to any outstanding balance owed by the above person and/or entity.</p> <p>*****</p> <p>ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and are hereby accepted. Power-Comm is authorized to complete the work as specified and payments will be made as outlined above.</p> <p>Date of Acceptance: _____</p> <p>Signature of Authorized Company Representative:</p> <p>_____</p> <p>*** THIS ESTIMATE IS GOOD FOR 30 DAYS ***</p>		
<b>Total</b>		\$10,200.00



7/31/2020

FRONT ROYAL WWTP BLOWERS  
MANASSAS AVENUE  
FRONT ROYAL VIRGINIA 22630

Attn: ESTIMATING

**PROJECT: FRONT ROYAL WWTP BLOWERS**

Proposed cost to

**Includes:**

**2" feeder conduits to VFDs  
3/4" conduits for instrumentation and controls  
1 1/4" conduit from VFDs to blower motors**

**Excludes:**

**purchase of VFDs and blower motors  
installation of blower motors  
removal of old equipment  
wiring of instrumentation and controls  
programming of VFDs**

**Total proposed cost with THHN cable   \$17,711.31  
Total proposed cost with VFD cable     \$19,838.91**

**General Conditions**

- 1) All applicable taxes are included in our submission.
- 2) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
- 3) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.
- 4) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.
- 5) Pricing good for 30 days.

Respectfully

Accepted by

*Anthony Ritenour*

Estimator  
Shallow Creek Electrical Services

To: Clarke Neff  
Front Royal WWTP  
1100 Manassas Avenue  
Front Royal, VA 22630

CC: M. Kelly Heishman-M.C. Dean (IAG) Division Manager  
Kayla Walker-M.C. Dean (IAG) Project Admin

**Project ID: Front Royal WWTP – Equalization Basin Blower Replacements**

**Location: Front Royal WWTP – Blower Building**

On behalf of M.C. Dean, I am pleased to present you with the enclosed proposal. I am certain you will find the information in line with your needs. This agreement made as of the 4th day of August in the year 2020, between (the buyer) Town of Front Royal and (the seller) M.C. Dean is subject to prompt acceptance within 30 days (or per the specifications) and to all conditions stipulated on the following pages. We propose to furnish materials and labor at the prices and terms as stipulated below.

### **PROPOSED WORK:**

Installation of conduit and cabling associated with the replacement of two aeration blowers.

- Furnish and install two 150 ampere feeders from existing MCC-4 to two new VFD drive units located in the existing blower room. VFD units to be installed by Front Royal WWTP personnel.
- Furnish and install a control and an instrumentation conduit from each new VFD drive unit back to the respective pull boxes located above the existing PCS-BLB cabinet. A pull string will be provided in each conduit run.
- Furnish and install two 60 horsepower blower motor circuits from each VFD drive unit to the respective new blower unit in the existing blower room. Conduit routing to be in a similar method as the existing blower units.
- All power cables to be meggar tested after installation and before final termination.
- All cables and conduits to be labeled as needed.
- There is no control wiring between the VFD units and the blower packages indicated at this time.



### **CLARIFICATIONS:**

- M.C. Dean to furnish all required tools and equipment (including lifts) to perform the indicated electrical installation.
- Bonds are not included.
- All work is to be performed during normal working hours Monday-Friday, 6:00AM-5PM. There is no allowance included for weekend or off-hours work.
- Front Royal WWTP to furnish and install VFD drive units, blower units and associated mechanical systems.
- Front Royal WWTP to furnish and install 120 volt circuit to blower enclosure fans per email from Clarke Neff on 8/4/2020.
- Front Royal WWTP to remove the existing conduit and wiring from the existing aeration blowers.

### **PROJECT COST:**

- Replacement Blower Wiring Cost (both blowers):
  - Twenty-Eight Thousand, Six Hundred, Forty-Six and 00/100 Dollars \$28,646.<sup>00</sup>
- Option #1 – Furnish and install VFD cable and upsized conduit from VFDs to blowers in place of standard wiring - Adder Cost (both blowers):
  - One Thousand, Four Hundred, Forty-Three and 00/100 Dollars \$1,443.<sup>00</sup>

Sincerely,  
Richard B. Dunn  
IAG Project Manager  
Cell: 571-238-1409



199-3 Sulky Drive  
Winchester, VA 22602  
Ph: 540-868-1085  
Fax: 540-868-1041

## 1.1 Conditions of Proposal

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicted term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for project.

1. Seller shall be paid monthly progress payments on or before the 15<sup>th</sup> of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the proposal is substantially completed. No provisions of this agreement shall serve to void the Seller's entitlement to payment for properly performed work or suitable stored materials.
2. The Buyer will withhold no more retention from the Seller than is being withheld by the Owner from the Buyer with respect to the Seller's work.
3. All sums not paid when due shall bear interest at the rate of 1 ½% per month or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including reasonable attorneys' fees, shall be paid by Buyer.
4. Nothing in this subcontract agreement shall require Seller to continue performance if timely payments are not made to Seller for suitably performed work or stored materials.
5. No back charges or claim of the Buyer for services shall be valid except by an agreement in writing by the Seller before the work is executed, except in the case of the Seller's failure to meet any requirement of the subcontract agreement. In such event, the Buyer shall notify the Seller of such default, in writing, and allow the Seller reasonable time to correct any deficiency before incurring any cost chargeable to the Seller.
6. Buyer is to prepare all work areas so as to be acceptable for Seller under contract. Seller will not be called upon to start work until sufficient areas are ready to insure continued work.
7. Seller shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extend beyond its control, including, but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Seller shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations.
8. Work called for herein is to be performed during the Seller's regular working hours. All work performed outside of such hours will be charged at Seller's overtime rates.
9. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment to Seller is not timely made.
10. The Buyer shall furnish all temporary site facilities including suitable storage space, hoisting, temporary electrical and water at no cost to Seller.

***Conditions of Proposal cont.***

11. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. **This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.** The exclusive remedy shall be that Seller will replace or repair any part of its work which is found to be defective. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties or for improper use of equipment by others.
12. The Buyer shall make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in this Proposal.

**Terms: *Net 30 days following invoice***

The undersigned accepts this proposal and all its terms and conditions as a binding contract subject only to the approval of the credit of the Buyer by the Seller which shall not be unreasonably withheld

COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER:**

M.C. Dean Inc.  
199-3 Sulky Drive  
Winchester, VA 22602  
Fax: 540-868-1041

NAME: Richard B. Dunn  
TITLE: IAG-Project Mgr.

8





## Council Agenda Statement

Item # 8

Meeting Date: August 24, 2020

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**Agenda Item:** COUNCIL APROVAL – Lumos Networks, Inc. Franchise and Pole Attachment Agreement (2<sup>nd</sup> Reading)

**Summary:** Council is requested to adopt on its second and final reading an request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. The agreement will commence upon approval by Town Council and execution by the Town Manager.

*Note: Lumos Networks, Inc. is the successor in interest to NTELOS Network, Inc, which has now expired (2013). Per Assistant Town Attorney Sonnet, franchises for use of the public ways for a term not in excess of five years need not be advertised for bids pursuant to Virginia Code §15.2-2100(B), but must be approved by ordinance passed by a recorded affirmative vote of three-fourths of the members elected to Town Council pursuant to Virginia Code §15.2-2100(A).*

**Budget/Funding:** N/A

**Meetings:** Work Session on July 20, 2020; Public Hearing on August 10, 2020

**Proposed Motion:** I move that Council adopt on its second and final reading a request from LUMOS NETWORKS, INC., dba SEGRA, for a limited five (5) year, non-exclusive, franchise and pole attachment agreement with the Town to use the public ways to construct, operate and maintain a fiber optic telecommunications system, the term of which can be extended for four (4) additional five (5) year terms upon successive agreement of the parties, as presented. I further move that Council authorize the Interim Town Manager to execute all documents.

Approved By: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Sealock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

# FRANCHISE AGREEMENT FOR FIBER OPTIC SERVICES

## LUMOS NETWORKS INC.

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of August 2020 ("Effective Date"), by and between the TOWN OF FRONT ROYAL VIRGINIA a Municipal Corporation, (hereinafter called "the Town" or "Town") and LUMOS NETWORKS INC., a corporation authorized to do business in Virginia, also doing business as SEGRA, (hereinafter called "Grantee"), the Town and Grantee collectively referred to as "the parties". This Agreement is for the purpose of granting to Grantee the right, for the term and upon the conditions herein stated, to use the streets, alleys and public ways to erect, construct, operate and maintain a fiber optic telecommunication system and to construct, install and maintain fiber optic cable and associated equipment, including, wires, cables, conduits and appurtenances necessary to the sale and distribution of fiber optic telecommunication services in and along the streets, alleys and other public ways in the Town and in and on property of the Town, establishing conditions controlling the exercise of said franchise and regulating the manner of using the streets, alleys, public ways and property.

IT IS HEREBY AGREED between the parties as follows:

Section 1. Definitions.

As used herein, the following words and phrases shall have the following meanings, unless a contrary intent appears from the context of the provision therein used:

- a. "Town" or "the Town" means the Town of Front Royal, Virginia;
- b. "Fiber optic equipment" includes fiber optic cable and associated equipment including wires, cables, conduits and appurtenances necessary to the sale and distribution of telecommunication services in and along the streets, alleys and other public ways in the Town, identified and permitted under the provisions of this franchise and as permitted to be utilized by Grantee by the then existing rules, regulations and laws governing said telecommunication services. It does not include video services or leasing conduit space or fiber optic cable capacity for resale;
- c. "Grantee" or "the grantee" means LUMOS NETWORKS INC.;
- d. "Street" or "the streets" means the streets, alleys, avenues, highways and/or other public ways owned by or subject to the control of the Town;
- e. "Attachment" means fiber optic cable placed directly on Town poles, but does not include fiber optic cable overlashed onto an existing attachment, or a service drop attached to a single pole where the Grantee has an existing Attachment on such pole;

f. "Town conduit" means a structure owned by the Town containing one or more ducts, usually placed in the ground, in which cables or wires may be installed;

g. "In the streets" shall be construed and understood to include "under, along or over the streets," when the physical situation so applies;

h. "Services" is used in this Agreement in the sense of products or commodities furnished by Grantee and equipment, apparatus, and facilities devoted to the purposes for which Grantee is permitted to be engaged by the then existing regulations and laws governing telecommunication services, and in the manner and as permitted under the provisions of this franchise;

g. "Director of Public Works" means the Director of the Town's Public Works Department, "Director of Energy Services" means the Director of the Town's Energy Services Department, and "P.E." means the Town's Professional Engineer, all in the Town of Front Royal or such other officer or official of Town government, or other person, charged by the Town Charter or Town Council with responsibility and authority over the maintenance of public streets and public property in the Town regardless of the title then assigned such person;

h. "Fiber optic cable" means that stranded optical glass carrier fiber and the sheathing used to house such fiber;

i. "Individual service line" means a connection or drop to an individual customer.

Section 2. Grant of Authority.

a. Subject to the provisions, conditions and restrictions set forth in this Agreement or herein referred to, there is hereby granted to Grantee, for a period of five (5) years from the Effective Date of this Agreement, the non-exclusive right to use the streets of the Town to operate and maintain a fiber optic telecommunication system within and along the streets of the Town, and, for these purposes, to construct, erect, maintain and use and, if now constructed, to continue to maintain and use and operate, its fiber optic equipment, including necessary manholes, in, under, across, over and along the streets within the corporate limits of the Town provided, however, that initially Grantee shall only be permitted to use the streets identified and particularly described and set forth as "Exhibit A", attached hereto and incorporated by reference herein. It is specifically understood that the actual location of the fiber optic equipment shall be substantially as set forth in Exhibit A, but may be modified, subject to the approval of the Town Manager, from the location shown on said Exhibit A. Nothing contained herein shall require further approval for the installation of individual service lines which run in or over the public right of way or public property included in the franchise area described in Exhibit A. This Agreement shall, if not terminated in accordance with other provisions of this Agreement, continue in effect for a term of five (5) years from the Effective Date (the "Initial Term"), and will thereafter continue in full force and effect upon the same covenants, terms, and conditions for up to four (4) additional



terms of five (5) years each ("Renewal Term") provided that the parties notify each other in writing at least six (6) months prior to the expiration of the then current term of their intention to renew. The parties acknowledge that, as of the Effective Date of this Agreement, there were eleven (11) attachments and zero (0) feet of cable installed in Town conduit.

b. Grantee shall only be permitted to operate and maintain a fiber optic telecommunication system in the streets of the Town outside the area identified as "Exhibit A" after appropriate application by Grantee and approval of such additional usage area by the Town Manager upon such terms and conditions as are deemed acceptable by Town, including, without limitation, any additional bond. Such approval shall not be unreasonably withheld, conditioned or delayed.

c. Upon the expiration of the term for which this franchise is granted, or upon expiration of any renewal or extension of the original term hereof, or upon earlier termination as provided herein, the Grantee shall, upon receipt of the written request of Town, at its own expense, remove all fiber optic equipment from all streets, public ways, within the Town within ninety (90) days after receipt of such request and, should Grantee refuse or fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that may result from any negligent or willful act by the Town, its employees or agents.

Section 3.     Territorial Area Involved.

The franchise relates to the present territorial limits of the Town, and to any area henceforth added to the territorial limits of the Town during the term of this franchise, or any renewal or extension thereof.

Section 4.     Use of Streets.

a.     General Control and Location of Lines and Conduit. The Grantee, in connection with any digging it shall make in the streets in the Town, shall be subject to the provisions of this franchise and to all applicable ordinances, laws and regulations. All fiber optic equipment erected by the Grantee shall be neat and shall be so located as to in no way interfere with the safety or convenience of persons traveling on or over the streets and public places. The Town reserves the right at any time by resolution of Town Council or otherwise through proper representatives of the Town to further or specifically designate the locations of any lines, cables or conduits, with reference to other municipal facilities such as sewer and water mains, signal poles and lines, drainage facilities, and other services, or to other facilities such as gas lines, public electric utilities or railway message, telephone and telegraph lines, signal or power lines in such a manner as to promote the public safety and to protect public property. Failure by the Town to so designate shall not relieve the Grantee of responsibility in matters of public safety as hereinbefore specified. Town further reserves the right to establish by ordinance or resolution, and Grantee hereby agrees to comply with any reasonable regulation

necessary for the health, safety and welfare of its citizens as now in effect or as may be adopted in the future, including, without limitation, requiring substitution of underground conduit for overhead cable or vice-versa, or requiring transfer of cable from the front or rear of property. At least thirty days prior to any installation, removal, or relocation, Grantee shall submit detailed plans of proposed action for approval by the Town Manager. An exception to this requirement for the submission of detailed plans shall be permitted in cases of repair of the fiber optic equipment or emergencies involving public safety. The Town Manager shall approve such plans or communicate reasons for disapproval within thirty days or earlier of submittal. The Grantee shall construct and locate fiber optic equipment so as not to interfere with the construction, location and maintenance of sewer and water service lines or mains. The Town may restrict the location of service lines, appurtenances or facilities of the Grantee from pathways, parkways or parkway drives wherein such would conflict with appearance standards or may require, as an alternate thereto, the construction wholly or in part of underground conduit, appurtenances or facilities.

b. For the purposes of installing, operating and maintaining the wire, cables and appliances, fixtures, and appurtenances necessary to the fiber optic telecommunication system, the Grantee shall be required, whenever reasonably possible, to use the poles and conduits of others including Town conduit. "Others" is defined as public utilities, including the Town, any electrical utility and/or



telephone utility having authority or a franchise to construct, install and maintain poles, towers and conduits within the Town.

All underground cables which are required to pass in or under portions of public rights-of-way including, but not limited to, easements, alleys, sidewalks, and streets, shall be housed in conduit not less than one and one-half (1.5) inches in diameter. All underground cable installed in conduits or ducts shall be of the polyethylene jacketed type or an equivalent direct burial type.

c. Restricted overhead Area. Within all required areas all of the Grantee's cable lines and cable facilities shall be constructed and maintained underground, provided, however, that where poles and overhead lines and cables exist at the time of the award of this franchise, Grantee shall be allowed to construct and maintain overhead facilities in such areas, but, provided further should any or all of such existing overhead facilities in said district, be relocated, replaced or reconstructed underground, Grantee's facilities will also be so relocated. Furthermore, the Town expressly reserves the right and authority in the reasonable exercise of its police power, to remove from the streets, alleys, highways or other public places of the Town, or any part thereof, Grantees poles, wires and other appurtenances, and place the wires and other appurtenances underground in safe and suitable conduits. Nothing herein shall constitute waiver or approval of any type under applicable zoning requirements.

d. Disturbance of Streets - Restoration.

(1) Written permits, in any or all cases shall be obtained by the Grantee from the Director of Public Works and the P.E. of the Town before and whenever it becomes necessary for the Grantee to excavate in the streets of the Town in order to install, repair, replace, construct or extend any of the fiber optic equipment or services therein or thereon. Such permits, further, shall state the particular part or point of the streets where said construction or excavation is to be made and the length of time in which such permits shall authorize such work to be done. An exception to this requirement for a permit or permits shall be permitted in cases of emergency repair of the fiber optic equipment or emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day.

(2) Immediately after fiber optic equipment is installed or repaired by Grantee, the incidental trenches or excavations shall be refilled by the Grantee in a manner acceptable to the Director of Public Works. Pavement, sidewalks, curbs, gutters or other portions of streets or public places destroyed, disturbed or damaged by such work shall be promptly restored and replaced with like materials to their former condition by the Grantee at its own expense; however, where it is necessary, and if expressly permitted by Town, in order to restore disturbed or damaged property to its former condition the Grantee may or shall use materials whose type, specifications or quantities exceed or are different than those

used in the original construction or installation and the Grantee at its own expense shall provide such different materials. Where a cut or disturbance is made in a section of sidewalk paving, rather than replacing only the area actually cut, the Grantee shall replace the full width of the existing walk and the full length of the section or sections cut, a section being defined as that area marked by expansion joint or scoring. The Grantee shall, in any street, promptly remove or correct any obstruction or defect therein which may have been caused by the Grantee or its agents in the installation, operation or maintenance of the Grantee's facilities. Any such obstruction or defect which is not promptly removed, repaired or corrected by the Grantee after proper written notice, given by the Town to said Grantee at Grantee's principal place of business may be removed or corrected by the Town, and costs thereof shall be charged against the Grantee and may be enforced as a lien upon any of its properties or assets. Expenses or damage, relocation or replacement of Town utility lines, sanitary sewers, storm sewer, and storm drains, where such expenses result from construction or maintenance of the Grantee's lines or facilities, shall be borne by the Grantee and any expenses incurred in connection therewith by the Town shall be reimbursed by the Grantee.

(3) The Grantee shall not open, disturb or obstruct, at any one time, any more of such public streets than may, in the opinion of the Director of Public Works or the P.E., be reasonably necessary to enable it to proceed in laying or repairing its fiber optic equipment. Neither shall the Grantee permit any such

street, sidewalk or public place, so opened, disturbed or obstructed by it in the installation, construction or repair of its fiber optic equipment, to remain open or the public way disturbed or obstructed by the Grantee, the Grantee shall take all precautions necessary or proper for the protection of the public, shall obtain all required permits and approvals and shall maintain adequate warning signs, barricades, signals and other devices necessary or proper to adequately give notice, protection and warning to the public of the existence of all actual conditions present.

(4) Whenever the Town shall widen, reconstruct, realign, pave or repave any street or public place, or shall change the grade or line of any street or public place or shall construct or reconstruct any Town conduit, water main, sewer or water connection, or other municipal works or utility, it shall be the duty of the Grantee, when so requested in writing by the Town, to change its lines, conduits, services and other property in the streets or public places, and/or areas adjacent thereto, at Grantee's sole expense so as to conform to the new widening, location, alignment or grade of such street or public place and so as not to interfere with the Town conduits, sewers and other mains as constructed or reconstructed. Upon written notice by the Town of its intended work, above specified, the Grantee shall within a reasonable period of time accomplish its obligation in accordance with and to conform to the plans of the Town for such construction, reconstruction or improvements. However, the Grantee shall not be required by the Town to relocate fiber optic lines, whether above or below the ground elevation, when the street or



public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to a public improvement.

(5) The Town Council may require that written permits, in any or all cases, be obtained by the Grantee from the Director of Public Works, the P.E., and the Director of Energy Services before and whenever it becomes necessary for the Grantee to install, construct, extend any fiber optic equipment or services on, over or under any bridges or viaducts which are part of the street system of the Town; provided, however, that exception to the requirement of permits shall be provided in cases of emergencies involving public safety. In all such cases, Grantee shall provide appropriate notice as soon as reasonably possible, and in any event no later than the close of business on the next Town working day. All provisions of this Agreement shall be applicable to said installation, construction, extension or repair on, over or under any such bridge or viaduct provided that the factors of appearance and achievement and maintenance of structural design requirements of the bridge or viaduct shall be assured.

Section 5. Use of Town Poles / Conduit.

a. Before making attachment to any pole or poles of Town, or installing in Town conduit, Grantee shall make application and receive a permit therefore in the form of "Exhibit B", attached hereto and made a part hereof ("Application"). All "make-ready" work performed by Town shall be billed on a time and materials

cost basis. All attachments and Town conduit installations made prior to the date of this Agreement will be considered valid permitted attachments.

b. It is understood by Grantee that the Town has heretofore entered into, and may in the future enter into, contractual agreement with other parties for the joint use of its poles. Therefore, any application submitted by Grantee under the terms of this Section and any permission granted by Town shall be subject to the attachment rights which may be exercised by such other parties under such agreements.

c. Town shall permit the joint use of its poles and Town conduit located in the public rights-of-way by Grantee to the extent lawful and reasonably practicable and upon Application and payment of a reasonable fee as set forth herein.

d. Grantee's cables, wires, and appliances in each and every location shall be erected and maintained in accordance with the requirements and specifications of the current National Electrical Safety Code (NESC), the National Electrical Code, or any amendments or revisions of said codes, practices, or specifications. It is distinctly understood, however, that Town reserves the right to limit the number and character of attachments on any pole or poles, or cabling installed in Town conduit. Grantee shall not attach to or otherwise use the existing facilities of the Town other than the pole or Town conduit itself, including cross-arms, brackets, guys, anchors, etc., without prior written consent of the Town.



e. Grantee shall, at its own expense, make and maintain said uses and attachments in safe condition, in thorough repair and in a manner in conformance with this Agreement and so they will not conflict with the use of said poles by Town or by other parties using or having reserved the right to use said poles or interfere with the working use of facilities thereon or which may from time to time be placed thereon. Town shall keep the poles in safe condition, in thorough repair and so they will not conflict with the use of said poles by Grantee. Grantee shall at any time, upon twenty (20) working days' notice from Town, re-locate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Town at Town's expense; provided however, that in cases of emergency, Town may arrange to re-locate, replace, or renew the facilities placed on said poles by Grantee, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon, or which may be placed thereon, or for the service needs of Town, and Grantee shall, on demand, reimburse Town for the actual reasonable expense thereby incurred.

f. In the event that any pole or poles of Town to which Grantee desires to make attachments are inadequate to support the additional facilities of Grantee in accordance with the aforesaid specifications, Town will indicate on said Application the changes necessary to provide adequate poles and the estimated cost

reflective of the cost to replace a pole with a 40 ft class 5 pole ("standard pole size") thereof, except where use of a smaller stub pole which serves a limited number of customers on a spur line would be adequate, to Grantee and return it to Grantee. If Grantee still desires to make the attachments and returns the Application marked to so indicate, Town will replace such inadequate poles with suitable poles of standard pole size, and Grantee will reimburse Town the increased cost of the standard pole size (but if Town requires a pole larger than the standard pole size then the Town will pay the cost of the difference between the cost of a standard pole size and the cost of the larger pole set), the sacrificed life value of the poles removed, the cost of removal less any salvage recovery, and the expense of transferring Town's facilities from the old to the new poles. Where Grantee's desired attachments can be accommodated on present poles of Town by rearranging Town's and others' facilities thereon, Grantee will on demand compensate Town for the full actual reasonable expense incurred in completing such rearrangements. Any strengthening of poles (guying) required to accommodate the attachments of Grantee shall be provided at the expense of Grantee.

In the event that the Town elects to place its electric service underground, thus removing the poles on which Grantee has attachments of facilities, Grantee will have no claim against the Town for the removal of the pole, Grantee shall have

the option to place its lines underground, and any placement of Grantee's facilities underground shall be at the sole cost and expense of Grantee.

g. Town reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner as will be enable it to fulfill its own service requirements, but in accordance with the specifications hereinbefore referred to Town shall not be liable, except for gross negligence or willful misconduct in which case the Town will be liable, to Grantee for any interruption to service of Grantee or for interference with the operation of the cables, wires, and appliances of Grantee arising in any manner out of the use of Town's poles hereunder. Town will trim trees and clear rights-of-way to protect its facilities, but does not guarantee Grantee tree clearance of clear rights-of-way for installation, access to, or maintenance of Grantee's facilities.

h. Town will cooperate as far as may be practicable in providing attachment rights for Grantee on its existing poles. Town hereby grants to the extent it has authority to do so, license rights to Grantee to occupy the poles. Town will provide written notice to Grantee in the instance Town is not able to provide attachment rights to Grantee on a pole of Town's that Grantee plans to put attachments on. In such instance Grantee will obtain necessary authorizations to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state, county, or municipal authorities, or from owners of property to construct and maintain

facilities at the locations of poles of Town which it desires to use, and will hold Town harmless from any claims for damage of liability whatever nature arising out of failure of Grantee to secure such consents, franchises, or other certificates of convenience and necessity as may be lawfully required.

i. Grantee shall pay to Town, for attachments made to poles owned by the

Town under this Agreement, a rental at the rate of TWENTY-FIVE DOLLARS (\$25.00) per pole, per year, and use of Town conduit at the rate of TWO DOLLAR (\$2.00) per foot per year, payable in advance, for the term of this Agreement based on the following determination of usage:

Use of poles and Town conduit shall be determined by a field survey of the poles and Town conduit used by Grantee pursuant to this Agreement conducted by the Town at intervals of ONE (1) year. Payments shall be due and payable within thirty (30) days of receipt of billing. The annual advance payment for any year in which a field survey of usage is conducted shall be based on the most recent available field survey.

Upon completion of every field survey during the term of this Agreement, the usage so determined shall be compared with the poles and Town conduit used from the preceding survey. The Town will send the invoice to Grantee for the annual pole rental and Town conduit usage due under this Agreement to the following address:



LUMOS NETWORKS INC. DBA SEGRA  
Attn: Accounts Payable  
One Lumos Plaza  
P.O. Box 1068  
Waynesboro, VA 22980

j. During the term of this Agreement, whenever it becomes necessary to replace a pole owned by the Town, or upon request by Grantee for a new pole to be installed by the Town, installation or replacement shall be accomplished by one of the following means, at the sole discretion of the Town, but in all cases replacement poles and new poles will be owned by the Town and the Town will tag them as

Town owned poles:

- A) Grantee shall notify Town of a damaged or obsolete pole and request the Town to replace the pole because it has the Town's electric lines and equipment attached to it. Town shall then, at its sole expense and within a reasonable time, obtain and install a replacement pole, which shall be the property of the Town, and shall notify Grantee in writing, by certified mail, return receipt requested, of the placement of the replacement pole. Within twenty (20) business days after Grantee's receipt of such notification, Grantee shall transfer its lines and facilities from the old pole to the replacement pole; provided that in the event of an emergency replacement, Town may also transfer Grantee's facilities and Grantee will reimburse the Town for its actual reasonable costs incurred; or
- B) Grantee shall notify the Town of the need for a new or replacement pole to accommodate its existing facilities. Town shall within twenty (20) business days install and emplace the said pole, re-locate the Town's lines and facilities, if any, and notify Grantee of such installation. In recognition of the value of the Town's installation of said replacement poles for Grantee, during the five (5) years of this Agreement, Grantee shall pay to the Town an installation fee of the actual reasonable cost incurred by the Town, including the cost of the pole.

k. Grantee agrees to take all reasonable precautions by the installation of protective equipment and comply with all applicable laws to protect persons and property against injury or damage that may result from Grantee's attachments to Town's poles. However, Town shall not be considered in any way responsible for the adequacy or inadequacy of such precautions of Grantee.

Section 6.     Maps and Plats.

The Grantee shall, upon written and reasonable request at any time from the Town Manager, or other official designated by the Town Manager, make available or furnish to the Town Manager, or other designated official, maps, plats or plans, or copies thereof, showing the location but not necessarily the use of any or all of its fiber optic equipment and other structures located in, under and along the streets and public places of the Town.

Section 7.     Taxes.

Nothing in this Agreement shall be construed to prevent the Town, hereafter and from time to time, from levying any lawful tax on the properties of the said Grantee.

Section 8.     Safety Methods and Equipment.

The Grantee shall maintain all its property, equipment, and facilities, including without limitations its poles, wires, conduits and fiber optic equipment with the Town in good and safe order and operating condition through the term of the franchise.



Section 9.     Liability.

a.     Damage Claims. Grantee shall indemnify and hold free and harmless the Town, its officials, officers, agents, and employees, from and against any and all loss, cost, or expense, including reasonable attorney's fees, resulting from any claim, whether or not reduced to judgment, and for any liability of any nature whatsoever including, without limitation, injury, death or damage to persons or property, that may arise out of or result from the presence, construction, operation, maintenance or use by Grantee, its agents, employees, or invitees of the fiber optic equipment under the terms and conditions of this franchise or the exercise by Grantee of any right granted by or under this franchise.

b.     Liability. Town reserves to itself the right to maintain and operate its poles in such manner as will best enable it to fulfill its service requirements. Grantee agrees to use Town's poles at Grantee's sole risk. Notwithstanding the foregoing, Town shall exercise reasonable precaution to avoid damaging Grantee's Fiber optic equipment and shall report to Grantee the occurrence of any such damage caused by its employees, agents or contractors. Subject to the provisions of this Article XVI, and to the extent permitted by state or federal law, Town agrees to reimburse Grantee for all reasonable costs incurred by Grantee for the physical repair of such facilities damaged by the negligence or willful misconduct of Town.

c.     Indemnification. Grantee, and any agent, contractor or subcontractor of Grantee, shall defend, indemnify and hold harmless Town and its officials, officers,

board members, council members, commissioners, representatives, employees, agents, and contractors, against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Town under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of Town and all other costs and expenses of litigation) ("Covered Claims") caused by Grantee, or by Grantee's officers, directors, employees, agents, and contractors, of Grantee's Fiber optic equipment, except to the extent of Town's negligence or willful misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

- (1) Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- (2) Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Grantee, or Grantee's officers, directors, employees, agents, and contractors, pursuant to this Agreement;
- (3) Liabilities incurred as a result of Grantee's violation, or a violation by Grantee's officers, directors, employees, agents, and contractors, of any law, rule, or regulation of the United States,

Commonwealth of Virginia or any other governmental entity or administrative agency, whether such violation is the result of a violation of the statute by Town or Grantee solely or any joint violation thereof.

d. Procedure for Indemnification.

(1) Town shall give notice promptly to the Grantee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Town, the notice shall be given to Grantee by Town no later than fifteen (15) calendar days after written notice of the action, suit or proceeding was received by Town.

(2) Failure to timely give the required notice will not relieve the Grantee from its obligation to indemnify the Town unless the Grantee is materially prejudiced by such failure.

(3) The Grantee will have the right at any time, by notice to the Town, to participate in the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to the Town. Town shall assume control of the defense of any claim against Town unless Town agrees in writing to permit Grantee to assume control of the claim, in which case Town agrees to cooperate fully with the Grantee. If the Grantee so assumes control of the defense of any third-party claim, the Town shall have the right to participate in the defense at its own expense. If the Grantee does not so assume control or otherwise participate in the defense of any third-party claim, it shall be bound by the results obtained by the Town with respect to the claim.

(4) If the Grantee assumes the defense of a third-party claim as described above, then in no event will the Town admit any liability with respect to, or settle, compromise or discharge, any third party claim without the Grantee's prior written consent, and the Town will agree to any settlement, compromise or discharge of any third-party claim which the Grantee may recommend which releases the Town completely from such claim.

e. Environmental Hazards. Grantee represents and warrants that its use of Town's poles will not generate any hazardous substances, that it will not store or



dispose on or about Town's poles or transport to Town's poles any hazardous substances and that Grantee's Fiber optic equipment will not constitute or contain and will not generate any hazardous substance in violation of Federal, state or local law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any Federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Grantee, and its agents, contractors and subcontractors, shall defend, indemnify and hold harmless Town and its respective officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and/or all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to Town's poles attributable to Grantee's use of Town's poles.

f. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by Town of any applicable State limits on municipal liability.

g. Duty to Inspect. Grantee acknowledges and agrees that Town does not warrant the condition or safety of Town's poles, or the premises surrounding the poles, and Grantee further acknowledges and agrees that it has an obligation to inspect Town's poles and/or premises surrounding the poles, prior to commencing any work on Town's poles or entering the premises surrounding the poles.

h. Knowledge of Work Conditions. By executing this Agreement, Grantee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Grantee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

i. DISCLAIMER. TOWN MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO TOWN'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND TOWN MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT. TOWN EXPRESSLY DISCLAIMS ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

j. Duty to Competent Supervision and Performance. The parties further understand and agree that in the performance of work under this Agreement, Grantee and its agents, servants, employees, contractors and subcontractors will work near electrically energized lines, transformers, or other Town Facilities, and it is the intention that energy therein will not be interrupted during the continuance of this Agreement, except in an emergency endangering life, grave personal injury, or property. Grantee shall ensure that its employees, servants, agents, contractors and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of Town, and the general public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Grantee shall furnish its employees, servants, agents, contractors and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner. Grantee agrees that in emergency situations in which it may be necessary to deenergize any part of Town's equipment, Grantee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

k. Requests to De-energize. In the event Town de-energizes any equipment or line at Grantee's request and for its benefit and convenience in performing a particular segment of any work, Grantee shall reimburse Town in full for all costs and expenses incurred, in accordance with Article III in order to comply with Grantee's request. Before Town de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Grantee's request.

l. Interruption of Service. In the event that Grantee shall cause an interruption of service by damaging or interfering with any equipment of Town, Grantee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom and shall notify Town immediately.

m. Duty to Inform. Grantee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on Town's poles by Grantee's employees, servants, agents, contractors or subcontractors, and accepts as its duty and sole responsibility to notify and inform Grantee's employees,



servants, agents, contractors or subcontractors of such dangers, and to keep them informed regarding same.

n. EXCLUSION OF LIABILITY FOR SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO NONECONOMICS LOSS, DAMAGES FOR INCREASED COST OF OPERATIONS, LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES

o. Insurance. Grantee shall, at its expense, prior to any use or entry upon Town streets or property and at all times during the term of this franchise, maintain and provide Town with suitable evidence of both (1) broad form contractual liability insurance coverage including the indemnification obligation set forth in Section 9.a. above, and (2) comprehensive general public liability insurance coverage naming Grantee, its employees, affiliates, or contractors as insureds and naming the Town of Front Royal, Virginia, its officers, officials, agents and employees as additional insureds, insuring against on an occurrence basis all claims, loss, cost, damage, expense and liability from loss of life or damage or injury to persons or property arising out of Grantee's use of Town streets or property. Said policies shall have limits of not less than FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit for loss of life or injury to one or more persons and for property damage as a result of one incident.



p.                    Policies Required. At all times during the term of this Agreement, Grantee shall keep in force and effect all insurance policies as described below:

(1) Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Virginia law at the time of the application of this provision for each accident. Grantee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

(2) Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, property damage, with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 personal injury, \$5,000,000 each occurrence.

(3) Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

(4) Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$4,000,000 each occurrence, \$4,000,000 aggregate. Overall limits of liability may be met through any combination of primary and excess liability policies.

(5) Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Town Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or self-insure such exposures.

(6) Qualification: Priority: Contractors' Coverage. The insurer or insurers providing the required coverage must be authorized to do business under the laws of the Commonwealth of Virginia and have an "A-" or better rating in Best's Guide. Such required liability insurance will be primary and noncontributing with respect to losses for which Grantee is responsible hereunder. All contractors and all of their subcontractors who perform work on behalf of Grantee shall carry, in full force and

effect, worker's compensation and employer's liability, commercial general liability and automobile liability insurance coverages of the type that Grantee is required to obtain under this Article with the same limits.

(7) Certificate of Insurance: Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, Grantee will furnish Town with a Certificate of Insurance evidencing the required insurance policies. The Certificate shall reference this Agreement in the description of operations section of the certificate. Such certificates shall state that notice of cancellation will be given in accordance with policy provisions. Town, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the required commercial general liability, automobile liability, and umbrella/excess policies, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall be written on an occurrence and not on a claims-made basis. Grantee shall defend, indemnify and hold harmless Town and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Grantee shall obtain Certificates of Insurance from its agents, contractors and subcontractors performing work hereunder and provide a copy of such Certificates to Town upon request.

(8) Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease Grantee's exposure to risk.

(9) Prohibited Exclusions. No policies of insurance required to be obtained by Grantee or its contractors or subcontractors shall contain provisions (1) that exclude coverage for contractual liability that are more restrictive than the coverage afforded under the current CG 00 01 policy of commercial general liability insurance, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to Town's employees or agents, or (4) that exclude coverage for Grantee's independent contractors' liability. This list of prohibited provisions shall not be interpreted as exclusive.

(10) Deductible/Self-insurance Retention Amounts. Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

(11) Contractor Duty To Maintain. Grantee shall require substantially identical indemnification and insurance coverages as set forth in Sections 9.o. and 9.p. above in favor of the Town of Front Royal, Virginia, its officials, officers, agents and employees, from any independent contractor or other entity working on its behalf in Town right-of-way.

Section 10. Approval of Transfer.

No sale, assignment, or lease by the Grantee of the franchise or of the privileges granted hereunder shall be permitted or effective without prior approval by the Town Council. As a condition to consideration by the Council of a sale or assignment, the Grantee shall file with the Town Manager written notice of the proposed sale or assignment and the vendee or assignee shall similarly file an instrument, duly executed, reciting the fact of such proposed sale or assignment, offering to accept the terms of this franchise, and agreeing to perform all of the conditions thereof.

Section 11. Non-Exclusive Franchise.

The rights herein granted the Grantee to construct, maintain or operate its fiber optic telecommunication system in the Town, as set forth herein, or to perform any other act or exercise any other privilege granted or provided for in this franchise shall not be construed as exclusive or as preventing the Town from granting to any other person, firm or corporation the same or similar franchise rights and privileges, to be exercised in or upon its streets and such of the same and parts thereof as the Town may deem best or choose to allow, permit, give or grant.



Section 12. Lien of Town.

All debts, penalties, or forfeitures accruing to the Town under the terms of this Agreement shall constitute a lien upon the property and franchises of the said Grantee within the Town, subject, however, to then-existing prior liens.

Section 13. Jurisdiction of Government Regulatory Commissions.

Where any provision of this franchise is in conflict with any lawful rule of the State Corporation Commission of Virginia, or of any other duly constituted body or commission legally authorized to prescribe rules governing the conduct of the Grantee within the Town, so that the Grantee cannot reasonably comply with both the provisions of this franchise and the rule of such commission or body, then the Grantee shall comply with each and all of the provisions of this franchise where such can be done without violating valid statutes or rules of the said commission or body.

Section 14. General Ordinances of the Town.

The rights and privileges herein granted are expressly subject to the conditions, limitations and provisions contained in the general ordinances of the Town in force relative to the use of streets or public places of the Town, so far as they may be applicable, to the rights and privileges herein granted, and to any and all ordinances which may be hereafter passed by the Town applicable thereto in the exercise of the police power or any other power vested in the Town for the regulation of public service corporations using the streets of the Town; and the

Town expressly reserves the right to pass all such reasonable ordinances for the regulation of the use of the streets and public ways and places, and for the exercise of the rights and privileges herein granted.

Section 15. Communications Tax / Franchise Fee and Bond.

a. Grantee shall comply with the provisions of Sections 58.1-645 et seq. of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Communications Tax"), for so long as the Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542 is imposed on the sale of Services by Grantee.

b. In the event that the Communications Tax is repealed, and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542, Grantee shall pay to the Town a franchise fee of five percent (5%) of annual gross revenue derived from Services provided within the municipal limits of the Town, beginning thirty (30) days from the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, this provision shall take effect and shall be calculated and paid according to federal law.

c. Such payments shall be in addition to, and not in lieu of, any business license tax, real or personal property tax, or other tax of general application to which Grantee may be subject.



d. Grantee shall, upon the effective date of this franchise, deliver to Town and maintain during the term hereof a bond with approved corporate surety or an irrevocable letter of credit with Town as beneficiary in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) to insure Grantee's compliance with its performance obligations hereunder including, without limitation, the timeliness and quality of any construction, required repair or restoration work, or removal of Grantee's fiber optic equipment upon expiration or termination of the franchise.

Section 16. Effective Date.

This Agreement shall be in force and effect on the date above first written upon acceptance by Grantee and adoption by the Town.

Section 17. Termination and Forfeiture of Franchise.

a. Upon the termination of this franchise and the rights granted hereunder, whether by expiration or forfeiture, Town Council may direct and require the Grantee to remove its fiber optic equipment from the streets and public ways within ninety (90) days. Should Grantee fail to comply with this provision, the Town shall have the right to remove said equipment at a cost to be borne by the Grantee and the Town shall not be liable to the Grantee for any damages resulting therefrom, except for damages that result from any negligent or willful act by the Town, its employees or agents.

b. In addition to all other rights and powers of the Town by virtue of this franchise or otherwise, the Town reserves the right to terminate and cancel this franchise and all rights and privileges of the Grantee hereunder in the event Grantee:

(1) Violates any provision of this franchise, except where such violation is without fault or through excusable neglect or is in compliance with a valid and enforceable rule, regulation, order or mandate of a State or Federal law or agency which preempts the Town's rule, order or determination.

(2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.

(3) Attempts to evade any of the provisions of this franchise or practices any fraud or deceit upon the Town.

c. Upon the happening of an above described event, the Town shall send written notice to the Grantee at the last business address of said Grantee indicating the manner in which the forfeiture or violation has taken place. The notice shall also specify a time and place for a hearing at which the Grantee shall have the opportunity to show cause why said forfeiture or termination should not take place. After such hearing or opportunity for hearing, Town Council may, by resolution, either terminate this franchise or extend the same upon such conditions as it deems correct.

#### Section 18. Statutory Requirements

- a. Grantee shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. 31. During the performance of this Agreement, Grantee agrees as follows:
- b. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Grantee. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. Grantee, in all solicitations or advertisements for employees placed by or on behalf of Grantee, will state that such contractor is an equal opportunity employer.
- d. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- e. Grantee will include the provisions of the foregoing in every subcontract or purchase order of over \$10,000 to this Agreement, so that the provisions will be binding upon each subcontractor or vendor of Grantee.
- f. During the performance of this Agreement, Grantee agrees to (i) provide a drug-free workplace for the Grantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Grantee that Grantee maintains a drug-free workplace; and (iv) include the provisions

of the foregoing clauses in every subcontract or purchase order of over \$10,000 to this Agreement, so that the provisions will be binding upon each subcontractor or vendor of Grantee to this Agreement. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- g. At all times during this Agreement, Grantee shall be organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Grantee shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Section 19. Notices.

All notices, requests or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first-class, postage prepaid, by certified mail, return receipt requested, addressed to:

a. GRANTEE:

LUMOS NETWORKS INC. DBA SEGRA  
Attn: General Counsel  
One Lumos Plaza  
Waynesboro, VA 22980

b. TOWN:

TOWN OF FRONT ROYAL  
Town Manager  
16 North Royal Avenue  
P. O. Box 1560  
Front Royal, Virginia 22630

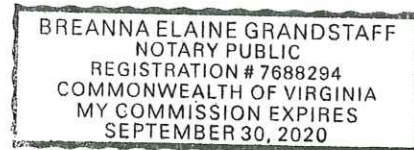


Section 20. Acceptance.

The undersigned, LUMOS NETWORKS INC., hereby accepts the grant and each and all of the provisions, conditions and limitations of this Agreement and hereby covenants and agrees that it will perform and discharge each and all of the duties and obligations imposed upon it as Grantee in and under said Agreement, and that it will be bound by each and all of the terms, conditions and provisions therein contained.

IN WITNESS WHEREOF, LUMOS NETWORKS INC. has caused this written acceptance to be executed in its name by its General Counsel thereunto duly authorized, and its corporate seal to be hereunto duly affixed thereunto duly authorized, on the 3<sup>rd</sup> day of August, 2020.

  
Breanna Grandstaff





ACCEPTED:

LUMOS NETWORKS INC. DBA SEGRA

BY: Mary McDermott 8-3-2020  
Date

TOWN OF FRONT ROYAL, VIRGINIA

BY: \_\_\_\_\_  
Date

Teste.,

\_\_\_\_\_  
Clerk of Council

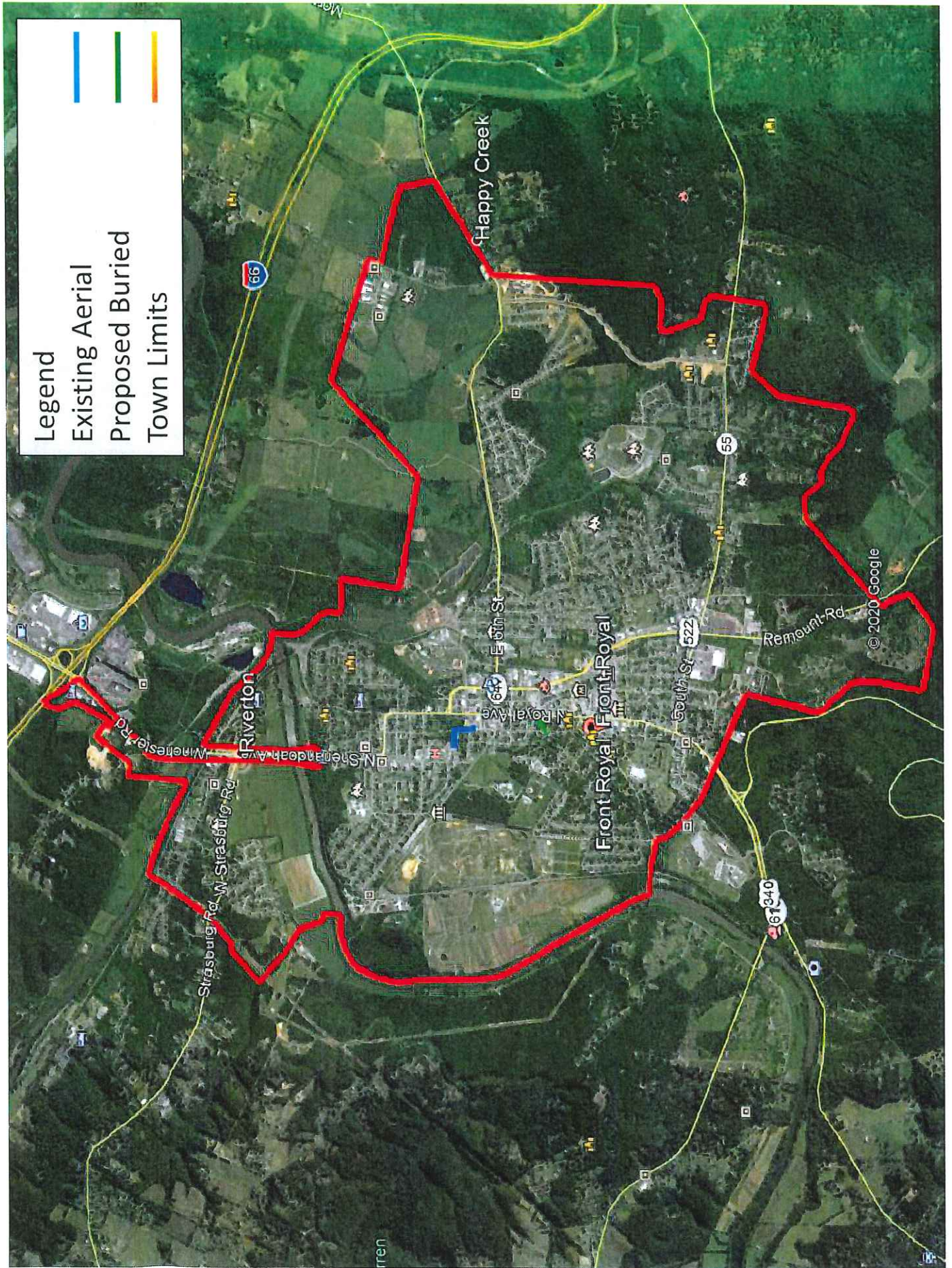
APPROVED AS TO FORM:

Douglas W. Negin  
Town Attorney

Date: 08 / 13 / 2020

EXHIBIT A









Legend

- Existing Aerial
- Proposed Buried
- Town Limits

EXHIBIT B

Energy Services

No: \_\_\_\_\_

Town of Front Royal, Virginia

Date: \_\_\_\_\_

Application is hereby made for permission to make attachments to the following poles:

☐ Sketch Attached

<u>Pole Nos.</u>	<u>Location</u>
------------------	-----------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LUMOS NETWORKS INC. DBA SEGRA

By: \_\_\_\_\_

Permission is granted to make the attachments described in the above application subject to the acceptance of obligation to pay the actual non-betterment costs ("make-ready" shall be billed on a time and materials cost basis, the estimated amounts of which are shown below) of the plant rearrangements and changes necessary to accommodate the above-specified attachments.

Town of Front Royal, Virginia Cost \$ \_\_\_\_\_

Permit \_\_\_\_\_, \_\_\_\_\_ Granted: \_\_\_\_\_, 20 Permit

Accepted: \_\_\_\_\_, 20\_\_

TOWN OF FRONT ROYAL, VIRGINIA

LUMOS NETWORKS INC. DBA SEGRA

By: \_\_\_\_\_

By: \_\_\_\_\_





## Council Agenda Statement

Item # 9

Meeting Date: August 24, 2020

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**Agenda Item:** COUNCIL CONTINUED DISCUSSION – Closure of Main Street

**Summary:** On June 8, 2020 Council approved the following motion to authorize the Town Manager to Close Streets. Staff is seeking Council's input on whether to continue the closure of Main Street. A petition was given to Council on August 10, 2020 to reverse the Council authorization on weekend closures of East Main Street. Council discussed this issue in a work session held August 17, 2020 and asked for further discussion.

*Given the need and/or desirability for social distancing as a result of the on-going COVID-19 pandemic, and given restrictions placed on businesses by Executive Orders of the Governor of Virginia severely impacting local commerce notwithstanding the easing of some business restrictions pursuant to Executive Order 65 effective 12:00 a.m. June 5, 2020 ("Phase Two"), pursuant to the provisions of Town Charter Sections 3, 15, and 18, and Town Code 4-34, 142-6, and Chapter 72, Town Council authorized the Town Manager to regulate, allow and authorize the closure of such parts of the Town of Front Royal's streets, alleys and rights-of-way to vehicular traffic so as to facilitate the use of such closures and adjoining side streets and the adjacent sidewalks as applicable for outdoor commerce during such dates and times as the Town Manager may deem appropriate and reasonable until such time as the Governor of Virginia lifts all such relevant business restrictions pursuant to Executive Order.*

**Budget/Funding:** N/A

**Meetings:** Work Session on August 17, 2020

**Proposed Motion:** Information purposes only

Approved By: \_\_\_\_\_

Moved \_\_\_\_\_ Seconded \_\_\_\_\_

VM Seacock \_\_\_\_\_ Cockrell \_\_\_\_\_ Gillispie \_\_\_\_\_ Holloway \_\_\_\_\_ Meza \_\_\_\_\_ Thompson \_\_\_\_\_

# **WORK SESSION**



## Work Session Agenda Form

Item # 2

DATE: August 24, 2020

**AGENDA ITEM:** Continued Discussion of Front Royal IDA/EDA

**SUMMARY:** Council is requested to discuss establishing an IDA/EDA Board and By-Laws

**BUDGET/FUNDING:** N/A

**STAFF RECOMMENDATION:** Council takes desired action

Work Session

## **Bylaws of the Economic Development Authority of the Town of Front Royal, Virginia**

### **Article I. Purposes and Powers**

The Economic Development Authority of the Town of Front Royal, Virginia, also to be known as the “Front Royal EDA”, shall fulfill all the purposes and intents of the General Assembly of Virginia, as expressed in Title 15.2, Chapter 49, Code of Virginia, as amended. The Front Royal EDA shall also fulfill all purposes and intents as set out in Chapter 16 of the Municipal Code of the Town of Front Royal, which is the Ordinance creating the Front Royal EDA and all other matters as hereinafter provided. The general purpose of the Front Royal EDA shall be fostering and stimulating of the development and redevelopment of industry, commerce, higher education, and all other purposes set forth in the Industrial Development and Revenue Bond Act, Virginia Code § 15.2- 4900, *et seq.* as it now exists or may from time to time be amended, in particular in the Town of Front Royal and in general in the Front Royal-Warren County community, for the general good of the people of the Town of Front Royal and, wherever possible, the people of the County of Warren, and for the citizens of the Commonwealth of Virginia. The Front Royal EDA shall have all powers that have been granted to it by Title 15.2, Chapter 49, Codes of Virginia, 1950, as amended, and all other powers that may hereinafter be granted to it by an enactment of the General Assembly and also that may be granted by the Front Royal Town Council.

### **Article II. Offices and Records**

1. The principal offices of the Front Royal EDA shall be located in the Town of Front Royal, County of Warren, Virginia.
2. Except as otherwise required by resolution of the Front Royal EDA, or as the business and affairs of the Front Royal may require, all of the books and records of the Front Royal EDA shall be kept at the principal office to be designated as herein above provided.
3. The Board of Directors of the Town EDA shall cause keep detailed minutes of its proceedings to be kept contemporaneously with its proceedings, which minutes shall also be electronically recorded, unless its proceedings are properly in closed meeting in accordance with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, as amended), which shall be open to public inspection at all times.
4. The Town EDA shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140, as amended, the Town EDA shall arrange to have the records audited annually. Copies of each such audit shall be furnished to the governing body of the locality and shall be open to public inspection.



### **Article III. Governance of Town EDA by Board of Directors**

1. The Front Royal EDA shall be governed by a Board of Directors composed of seven (7) Directors, appointed by the Town Council of the Town of Front Royal, Virginia ("Town Council"). Appointments shall be for terms of four (4) years, except appointments to fill vacancies which shall be for the unexpired portion of such term. If, at the end of any term of office of any Director, a successor shall not have been appointed or qualified, the Director whose term of office shall have expired shall continue to hold office until his successor shall be appointed and qualified. The seven (7) Directors of the Front Royal EDA shall be appointed initially for terms of one (1), two (2), three (3), and four (4) years; two (2) being appointed for one-year terms; two (2) being appointed for two-year terms; two (2) being appointed for three-year terms; and one (1) being appointed for a four (4)-year term. Subsequent appointments shall be for terms of four (4) years, except appointments to fill vacancies, which shall be for the unexpired terms.
2. All powers and duties of the Front Royal EDA shall be exercised and performed by the Board of Directors, acting by majority vote of those Directors present at a meeting at which a quorum is present, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of **all** the members of the Board of Directors.
3. Four (4) members of the Board of Directors of the Front Royal EDA shall constitute a quorum of the Board of Directors for the purposes of conducting its business and exercising its powers and for all other purposes, except that no facilities owned by the Front Royal EDA shall be leased or disposed of in any manner without a majority vote of all members of the Board of Directors. No vacancy in the membership of the Board of Directors shall impair the right of a quorum to exercise all the powers and perform all the duties of the Board of Directors.
4. Each Director shall be a full-time resident of the Town of Front Royal **[and/or County of Warren, Virginia?, with a majority of Directors being residents of the Town of Front Royal?]** when appointed as a Director the Front Royal EDA. When a Director ceases to be a full-time resident of the Town of Front Royal **[and/or County of Warren, Virginia?, with a majority of Directors at all times being residents of the Town of Front Royal?]**, that Director's office shall become immediately vacant and a new Director may be for the remainder of the term.
5. No Director shall be an officer or employee of the Town of Front Royal or the County of Warren.
6. Each Director shall, before entering upon his duties, take and subscribe the oath prescribed by Va. Code § 49-1, or its successor provision.
7. The Directors shall receive no salary but may be compensated such amount per regular, special, or committee meeting or per each official representation as may be approved by Town Council, not to exceed \$200.00 per meeting or official representation, or such other amount as may from time to

time be set by the Code of Virginia, and shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties.

8. The Board of Directors of the Front Royal EDA shall keep detailed minutes of its proceedings, which shall be open to public inspection at all times. It shall keep suitable records of its financial transactions and, unless exempted by Va. Code § 30-140 or its successors provision, it shall arrange to have the same audited annually. Copies of such audit shall be furnished to Town Council annually and shall be open to public inspection.

9. The Board of Directors shall have the right to prepare, or delegate the preparation of, confidential reports for submission to any person, governmental body or agency consistent with the purposes and powers stated by law and these Bylaws; and the right to receive from any source confidential reports consistent with the purposes and powers stated by law and these Bylaws; but no action binding the Town EDA may be taken respecting such reports except as provided by law and these Bylaws.

10. As a condition to service of office, each Director of the Front Royal EDA shall timely complete and file, in accordance with all requirements of the Code of Virginia, ~~the~~ any legally mandated publicly filed Statement of Economic Interests or Disclosures or Real Estate Disclosures or financial statements and comply with all requirements of the State and Local Government Conflicts of Interests Act as provided in Title 2.2, Chapter 31, of the Code of Virginia, or its successor provisions.

11. Any amendment to the Bylaws of the Town EDA attempted to be promulgated shall not become effective until ratified by Town Council of the Town; and upon ratification by Town Council, shall be binding upon the Town EDA and its Board of Directors and each of its Directors in each Director's official position as such.

12. A member of the Board of Directors of the Town EDA may be removed from office by the Town Council without limitation in the event that the Board member is absent from any three (3) consecutive meetings of the Town EDA or is absent from any four (4) meetings of the Town EDA within any twelve (12)-month period, in accordance with Va. Code § 15.2-4904. A., as amended.

13. A member of the Board of Directors of the Town EDA may be removed from office by the Town EDA in the event of:

(a) Failure to abide by lawful decision or policies which have been established by the Board of Directors by majority vote.

(b) Failure to keep confidential any of the following:

(1) (any information concerning a prospective business or industry or expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community;

- (2) confidential information discussed during a properly held closed meeting authorized by Virginia Code Section 2.2-3700, et seq., as amended;
- (3) any information not required to be disclosed by the provisions of the Virginia Freedom of Information Act (Virginia Code Section 2.2-3700,et seq.), as amended and not voted to be disclosed by a majority vote of the Board.
- (4) Failure to file a financial disclosure form as required by Virginia Code Section 2.2-3115(A).

14. A resolution by a majority vote of the entire Board that a Board member has violated the above enumerated standards (or other standards that are a violation of Va. Code Section 24.2-231, 232, or 234) shall be communicated to the ~~Governing Body~~ Town Council. The ~~Governing Body~~ Town Council shall take such action thereon as it deems advisable.

#### **Article IV. Officers**

1. The Board of Directors of the Town EDA shall elect from its membership a Chairman, a Vice-Chairman, a Secretary, an Assistant Secretary, and a Treasurer, who will be the officers of the authority.

2. The terms of office for the officers shall be for the fiscal year to which they are elected.

3. The duties of the Chairman shall be to preside at meetings of the Board of Directors, and of the Executive Committee, if such Committee is appointed by the Board of Directors; to call special meetings; to call special elections; to be *ex officio* member of all committees or the Town EDA if not actually voted or appointed by the Board of Directors to be a member of a particular committee; to sign, with the Secretary or any other proper officer of the Town EDA thereunto authorized by the Board of Directors, any documents or instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer of the Board of Directors, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of Chairman; and shall perform such other duties as may be prescribed by the Board of Directors from time to time. The Chairman shall have an equal vote with the other Directors.

4. The duties of the Vice-Chairman shall be to preside at meetings on request of the Chairman, or in the absence of the Chairman, and in case of the death or resignation of the Chairman shall become the Chairman for the remainder of the term for which the Chairman was elected. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restriction upon the Chairman. The Vice-Chairman shall perform such other duties as may be assigned by the Board of Directors from time to time.

5. The Secretary shall supervise staff for the preparation of the minutes of meetings of the Board of Directors and the Executive Committee, if such has been appointed, kept in a record book and made available for public inspection as herein before provided; to have custody of all important records of the Town EDA; to have custody of the seal of the Town EDA ,and to see that each item stamped with the Town EDA's seal is duly authorized by the Board of Directors; to sign with the Chairman or Vice-Chairman any documents or instruments which the Board of Directors has authorized to be executed; to see that all notices are duly given as required by these Bylaws or by the Board of Directors; call meetings of the Board of Directors to order in the absence of the Chairman and Vice- Chairman and thereupon to conduct an election for a temporary presiding officer for that meeting; and in general, to perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors. The Assistant Secretary will serve in the above capacity in the absence of the Secretary. In the absence of the Assistant Secretary, the Chairman shall appoint a Director responsible for the preparation of detailed minutes of the meeting.

6. The Treasurer shall supervise staff for the keeping of suitable records of all financial transactions of the Town EDA, to have such records audited annually, to furnish a copy of such audit to the Town Council; to make available for public inspection at reasonable times each such annual audit; to have charge and custody of all funds and be responsible for their investment and depositing in the name of the Town EDA when authorized by the Board of Directors; and in general, to perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

### **Article V. Elections**

1. Regular elections for the upcoming fiscal year shall be held at the last regular meeting of the fiscal year.
2. Special elections shall be held at a regular meeting or at a meeting designated by the Chairman of the Board of Directors in order to fill vacancies or to fill newly created offices, but only after specific notice, as hereinafter provided for, has been given.
3. Any vacancies for any cause on the Town EDA shall be filled by Town Council.

### **Article VI. Meetings**

1. Regular meetings of the Board of Directors shall be held monthly on a date set by the Chairman with appropriate notice as contained in these By-Laws, or may be held at such intervals as set by the Board of Directors, but not less than quarterly.

2. Special meetings or work sessions of the Board of Directors may be called by or at the request of the Chairman or of any two Directors.
3. At each meeting, the names of each member of the Board of Director in attendance shall be entered into the minutes. If a Director leaves the meeting before its conclusion, the time the Director leaves the meeting shall be entered into the minutes.
4. Notices of regular and special meetings and of work sessions shall be given to each Director in writing at least two (2) days prior to such meeting. Notices sent electronically by e-mail or fax shall be deemed written notices. All notices may be waived by a majority of the Directors.
5. Notice of the date, time, and location of the Board of Directors' meetings shall be placed in prominent public locations in which notices are regularly posted in the Town Hall, the Warren County Government Center, and the offices of the Town EDA, at least three (3) regular business weekdays prior to the meeting. Publication of meeting notices by electronic means shall be encouraged.
6. Notice, reasonable under the circumstance, of special or emergency meetings or work sessions shall be given contemporaneously with the notice provided members of the Board of Directors.
7. Any person may annually file a written request for notification with the Town EDA. The request shall include the requester's name, address, zip code, daytime telephone number, electronic mail address, if available, and organization, if any. The Town EDA receiving such request shall provide notice of meetings directly to such person. Without objection by such person, the Authority may provide electronic notice of all meetings to such requests.
8. At least one (1) copy of all agenda packets and, unless exempt, all materials furnished to members of the Board of Directors shall be made available for public inspection at the same time such documents are furnished to the Board of Directors.
9. Four (4) members of the Board of Directors shall constitute a quorum of the Board of Directors for the purpose of conducting its business and exercising its powers.
10. The agenda will be set by the Chairman; or if there is an Executive Director of the Town EDA, by the Executive Director in consultation with the Chairman.
11. The vote of the adoption of every resolution, any proposals creating a liability, or for the appropriation or expenditure of funds shall be by "yes" "or" vote of each member voting. Whenever the vote is not unanimous, the names of members voting for and against shall be entered upon the minutes of the meeting.



12. Remote participation at meetings by electronic means by members of the Board of Directors of the Town EDA shall be governed by the written policy adopted by Town Council, as the same from time to time may be amended, which Town Council written policy is incorporated by reference herein and made a part hereof.

13. Unless otherwise provided, procedure at meetings shall follow the most recent edition of *Robert's Rules of Order*.

14. The Board of Directors shall vote on and approve all minutes of the meetings of the Board of Directors of the EDA at the next meeting thereof. When approved, all minutes shall be signed by the Chairman and Secretary and by the Board of Director's member or staff person who recorded the minutes.

#### **Article VII. Staff**

1. The Board of Directors shall appoint such employees as the Board of Directors deem necessary and appropriate to accomplish the purposes and powers of the Town EDA.

2. The employees of the Town EDA may prepare and submit confidential reports and recommendations to the Board of Directors, but no action binding on the Town EDA shall be taken respecting such reports except as provided in Article III.

3. Expenditure of Town EDA funds shall be governed by procurement procedures adopted by the Board of Directors. Staff approvals of expenditures must also conform with the fiscal budget adopted annually by the Board of Directors and abide by an adopted financial management policy adopted by the Board of Directors.

4. The Town EDA's employees will be supervised by the Chairman and/or Executive Committee. The staff will be governed by an Administrative Personal Statement that shall be updated and revised on a periodic basis.

#### **Article VIII. Fiscal Year**

The fiscal year of the Front Royal EDA shall be from July 1 until June 30 of the following year.

#### **Article IX. Committees**

1. Upon the adoption by the Board of Directors of an Executive Committee, such committee shall be composed of, but not limited to, the Chairman and Vice-Chairman, and Secretary and Treasurer of the Authority. An Executive Committee, if one is created by the Town EDA, shall be subject to

the same provisions, *mutatis mutandis*, as those applicable to the whole Town EDA, shall meet at such times and such places as the chairman may designate. The Executive Committee shall keep detailed minutes of its meetings, which shall be preserved along with the minutes of the Board of Directors and distributed to the Board of Directors at its regular meeting. Three (3) members of the Executive Committee shall constitute a quorum. In the absence of any member of the Executive Committee, the chairman may appoint a director to act on the Executive Committee pro tempore, and such appointment shall be recorded in the record book of the Authority.

2. That the Chairman may, with the advice and consent of the Board of Directors, appoint members to committees, and such appointments shall be recorded in the record book of the Authority.

### **Article X. Powers, Duties, and Limitations on Authority**

1. The Front Royal EDA, its Board of Directors, and its individual Directors shall have and exercise all powers and duties and be subject to all duties and responsibilities and shall enjoy all exemptions from liability, as shall be set forth in the Industrial Development and Revenue Bond Act, Code of Virginia, 1950, §§ 15.2-4900 *et seq.*, as amended, or its successor provisions.
2. Town Council hereby exercises its power and discretion, under the Industrial Development and Revenue Bond Act of the Code of Virginia and under Chapter 16 of the Municipal Code of the Town of front Royal, to limit the type and number of facilities that the Front Royal EDA may finance or assist with financing or facilitate for development under said Chapter 16. Within any development or redevelopment area or facility the Front Royal EDA or Town Council or a developer proposes for promotion, development, redevelopment, financing, or assist with financing using the Front Royal EDA as a development or redevelopment promoter or facilitator, it may do so only (i) under the authority of said Chapter 16 and under the authority of the Industrial Development and Revenue Bond Act; and further, (ii) the Front Royal EDA may only cause, promote, finance, assist with financing, or facilitate such development or redevelopment such facilities as may be provided for in an economic development, redevelopment, financing, financing assistance, and/or or performance agreement or other similar agreement or agreements as may from time to time be jointly agreed in writing upon between the Front Royal EDA's Board of Directors and Town Council prior to the Front Royal EDA entering into any agreement or memorandum of understanding or similar type agreement or arrangement with any third party. Any Town EDA development, redevelopment, promotional, or financing or similar type agreement or arrangement not in conformity with this provision shall be null and void.
3. All agreements, arrangements, and instruments which purports to be legally binding and to which the Town EDA is a party shall be reviewed by a qualified and licensed attorney-at-law selected or approved by Town Council and shall have affixed there to the signature and date of such signing by such attorney with the notation "Approved as to Legal Form" prior to execution thereof by the Town EDA. Any Town EDA agreement, arrangement, or instrument development, redevelopment or financing agreement or arrangement not in conformity with this provision shall be null and void.

4. The Front Royal EDA and its Board of Directors shall have all powers, duties, liabilities, immunities from liabilities, and shall have such limitations upon its authority as set forth in the Industrial Development and Revenue Bond Act of the Code of Virginia and as set forth in in this Chapter, particularly 16-6 (A) and (B) herein.

### **Article XI. Amendments**

Except as otherwise provided by law, these Bylaws may be amended, added to, altered or repealed in whole or in part by the Board of Directors at any meeting of the Board of Directors, provided proper notice thereof is given in the notice of such meeting, and such notice is delivered to each member of the Board of Directors and the public, at least one week in advance, as provided in these Bylaws Any Director may waive written notice.