TOWN COUNCIL REGULAR MEETING
Monday, July 28, 2025 @ 7:00pm
Warren County Government Center

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

1. MOMENT OF SILENCE
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES – *I move that Council approve the Council meeting minutes of the June 23, 2025 Regular Meeting, July 7, 2025 Work Session, and July 14, 2025 Work Session as presented.*

5. ADDITION/DELETION OF ITEMS FROM THE AGENDA (*REQUIRES UNANIMOUS VOTE)* AND/OR REVISION TO ORDER OF BUSINESS *(REQUIRES MAJORITY VOTE)*

6. RECOGNITIONS/AWARDS/REPORTS/PRESENTATIONS
   A. Recognition of Front Royal Little League 11 and 12 Year Old All Stars for Winning the 2025 Virginia State Little League Championship.

7. PUBLIC HEARINGS
   A. Special Use Permit for a Farmers Market Submitted by Julie Vaught on Behalf of Vaught Associates, LC at 515-B N. Commerce Avenue.

8. PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

9. REPORTS
   A. Report of Town Manager
   B. Report of Councilmembers
   C. Report of the Mayor

10. CONSENT AGENDA ITEMS
   A. Deed of Easement from Green Pearl Hospitality LLC to the Town for Public Water and Sewer Easements for Town Water and Sewer Facilities off Rt.522N Corridor.
   B. Purchase of In-Car and Body-Worn Camera Systems for the Police Department
   C. Resolution and Energy Schedule for Tallgrass Power Purchasing Agreement with AMP
   D. Reappointment to the Planning Commission

11. BUSINESS ITEMS - None

12. CLOSED MEETING

13. ADJOURN

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

Moment of Silence
Pledge of Allegiance led by Emma Veitenthal

ROLL CALL BY CLERK OF COUNCIL
PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood
OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley

APPROVAL OF MINUTES – *Vice Mayor Veitenthal moved seconded by Councilman Sealock that Council approve the Council Meeting minutes of the May 27, 2025, Regular Meeting, June 2, 2025, Work Session and June 9, 2025, Work Session, as presented.*

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

ADDITION/DELETION OF ITEMS FROM THE AGENDA OR REVISION TO ORDER OF BUSINESS – None

RECOGNITIONS/AWARDS/REPORTS
Proclamation Recognizing Town Employee Appreciation Week – Mayor Cockrell read the proclamation and along with Council gave appreciation to all Town Employees.

Proclamation Recognizing G&M Motors, Inc. for their 70th Anniversary – Mayor Cockrell read and presented the proclamation to the family of G&M Motors, Inc. She along with Council congratulated them on their achievement and thanked them for investing in the community for 70 years.

PUBLIC HEARINGS
Special Use Permit (SUP) for a Private School at 16 N. Royal Avenue for Divinum Auxilium Academy
Director of Planning Lauren Kopishke recommended a cap of (25) students as a condition for approval of the SUP.

Applicant Diane Schmiedicke, 311 Luray Avenue and founder of Divinum Auxilium Academy, advised of their two other schools in historical buildings and their significance to the community. The two schools are Divinum Auxilium Divine Assistance Academy at 2694 Browntown Road [former Dr. Office] for K-6th grades and St. Edith Stein School for Girls at 124 Luray Avenue [Bon-Aire] for 7th – 12th grades. She expressed gratitude for being part of the story of these buildings and was committed to keeping the history. She asked that a cap not be placed as a condition since it would be years to achieve (25) students. She understood the concerns of Council regarding the drop-off and pick-up of students and stressed that the Academy voiced the same concerns and was working on a plan to ensure safety.

Mayor Cockrell opened the public hearing.

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Amy Wood, 1269 Kesler Road, disclosed she was Councilman Wood's wife. She encouraged Council to consider the safety of the children by installing designated walk paths and speed bumps on and around Union Street due to the speeding traffic on that road.

Andrew Hill, 1245 Kendrick Ford Road, business owner at 25 S. Royal Avenue and parent of a rising 12th grader, voiced interest in the historic preservation of vacant buildings. He opined that the Academy would work out the logistics of dropping-off and picking-up students. He stated that his son and others were mature enough to make decisions while walking on their own to school.

Scott Farrar, 250 Cattle Crossing Road, father of two sons and a daughter who currently attend the academies, expressed his confidence in the school's leadership, mission and vision for his children.

Robert Cairns, representative of the Front Royal United Methodist Church, 1 W. Main Street, stated that the speeding of traffic on Union Street was concerning and suggested the installation of a stop sign and/or speed bumps.

Jessica Harvey, 981 Fire Trail Road, Linden, parent of a son who attends one of the schools, advised that the parents have been made aware of the safety concerns and expressed hope that Council would allow the school flexibility.

Joseph Harvey, 981 Fire Trail Road, Linden, student of St. Joseph the Just School for Boys at 120 W Main Street, liked the idea of learning in a historical building and that it was located close to church.

Mary Anne Biggs, 164 Greystone Drive, representative of the First Baptist Church, opined that the boys' school would give the former Town Hall new life and voiced support of the idea. She shared the concerns about the safety of the children but felt confident the Academy would be part of the solution to ensure safety.

Craig Spiering, 340 Autumn Hills Lane, father of sons attending St. Joseph the Just School for Boys, voiced confidence in the administration and his sons to ensure safety. He also noted the number of businesses in the area who could benefit from the school such as bakeries and coffee shops. He encouraged Council to support the SUP.

Anna Hatke, 203 Richardson Road, Strasburg, encouraged approval of the SUP.

Michelle Hillaert, 6752 Browntown Road, voiced support of Ms. Schmiedicke's leadership.

Ryan Gormen, Strasburg, father of a son who attends St. Joseph the Just School for Boys of which he serves on the Advisory Board voiced confidence in Ms. Schmiedicke and the Board to enact a safety plan. He echoed the sentiments of the previous speakers.

Joe Brogan, 143 Brogan Lane, voiced support of the project stating it was a good revitalization of a historic building, and the use fit well with the neighboring properties.

Susan Schwartz, 28992 Old Valley Pike, Strasburg, stated the Academy would be responsible for the children's safety.

Mayor Cockrell closed the Public Hearing

The council was asked if there were any questions for the applicant or staff. Vice Mayor Veitenthal confirmed that (25) students were expected, but no more than (80) and that the capacity of the building was unknown. Ms. Kopishke identified various C-2 uses that would be allowed by right. Councilman Rappaport questioned whether there was

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any designated parking behind St. John's Parrish. Ms. Schmiedicke advised that she had not asked for that availability but would be willing to do so. She confirmed that there were six parking spaces directly behind the building and additional (59) leased spaces. Councilman Wood mentioned possible parking in front of the building.

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilwoman DeDomenico-Payne that Council approve a Special Use Permit (SUP) for the Divinum Auxilium Academy to permit a private school at 16 N. Royal Avenue identified by tax map 20A5, Section 11, Lot 15

Vice Mayor Veitenthal stated that as a parent it was her job to ensure the safety of her children, not the Police or Council. She noted that parking in this area was limited, and walking was the best way to get to your destination.

Councilman Ingram expressed appreciation to the speakers for their confidence in the school's plan for safety. He felt assured that the age of the children attending the school could walk down the street safely.

Councilman Rappaport voiced concern over the cap explaining the Planning Commission put a lot of time into their recommendation and offered a substitute motion:

Substitute Motion
In furtherance of the purposes and objectives contained in Town Code §175-1(B), Councilman Rappaport moved that Council approve a Special Use Permit (SUP) for the Divinum Auxilium Academy to permit a private school for no more than 45 students at 16 N. Royal Avenue identified by tax map 20A5, Section 11, Lot 15 conditioned upon 1) the provision of required off-street parking areas, which shall be oriented to the buildings they are serving and within 300 feet walking distance, with a written agreement thereto assuring their retention for such purposes shall be properly drawn and executed by the parties concerned and approved as to form by the Town Attorney prior to the commencement of the use, which shall remain in effect for the duration of the Special Use Permit and be reviewed every two years.

Substitute Motion Died for Lack of a Second.
The Original Motion was on the floor

Original Motion
In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilwoman DeDomenico-Payne that Council approve a Special Use Permit (SUP) for the Divinum Auxilium Academy to permit a private school at 16 N. Royal Avenue identified by tax map 20A5, Section 11, Lot 15

Vice Mayor Veitenthal respected all the work staff, and the Planning Commission had put into the recommendation, but reminded Council that it was only a recommendation.

Councilman Rappaport explained that he included the number (45) in his substitute motion because that was the number in the building when it was operating as Town Hall. He also suggested a speed table at the existing crosswalk.

Mayor Cockrell reminded Council that the SUP was something that could be revisited. Ms. Kopishke agreed, noting it could be amended and/or revoked.

Councilman Wood advised that there were many areas throughout the community where pedestrian safety was a concern and suggested Council put these concerns on a future work session.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A Absent – N/A Abstain – N/A ROLL CALL on Originial Motion

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Special Use Permit for a Farmer's Market at 515-B Commerce Avenue for Julie Vaught (Happy Creek Antiques)
Town Attorney George Sonnett advised Council to postpone the public hearing to a specified date due to the applicant having an emergency during tonight's meeting.

Vice Mayor Veitenthal moved seconded by Councilman Ingram to postpone the public hearing until July 28, 2025.

Vote: Yes – Councilmembers Veitenthal, Rappaport, Ingram, DeDomenico-Payne
No – Councilman Wood
Absent – N/A
Abstain – Councilman Sealock ROLL CALL to Postpone

Special Use Permit to Allow a Short-Term Rental at 66 W. Strasburg Road for Home Base Holdings, Inc.
Planning Director Lauren Kopishke recommended denial due to no required parking.

Applicants Stephen and Vanessa Talbott advised that they lived in Alexandria and purchased the house in August 2024, with the hope to share the beauty of Front Royal with others as a short-term rental. Vice Mayor Veitenthal confirmed the house was in the C-1 Community Business District.

Mayor Cockrell opened the public hearing and since there were no speakers closed the public hearing.

In furtherance of the purposes and objectives contained in Town Code §175-1(B), Vice Mayor Veitenthal moved seconded by Councilman Ingram that Council approve a Special Use Permit (SUP) for a short-term rental at 66 W. Strasburg Road identified by tax map 2012, Section 3, Lot 31B for Home Base Holdings Inc.

Councilwoman DeDomenico-Payne questioned how the property would be managed if the applicants lived in Alexandria. Mrs. Talbott advised that they had a property manager about half a mile away.

Councilman Rappaport questioned the off-street parking. Mrs. Talbott explained the challenges of the parking situation in the area specifically the impact of a proposal to build townhomes on the street. She asked Council to reconsider the parking requirement until the townhomes were completed.

Councilman Ingram understood the applicants' request to see what happened with the other lots in the neighborhood before restricting the parking for their short-term rental.

Vice Mayor Veitenthal voiced her concern about parking being a continual issue throughout Front Royal and appreciated the applicant's vision to rehab a vacant building to make it more appealing.

Vote: Yes – Councilmembers Veitenthal, Sealock, Ingram, DeDomenico-Payne
No – Councilmen Wood and Rappaport
Absent – N/A
Abstain – N/A ROLL CALL

An Ordinance Amending and Re-Ordaining a Franchise Granted to Brightspeed of Virginia LLC Formerly Known as The Central Telephone Company of Virginia
Town Attorney George Sonnett briefed Council on the specifics of the agreement noting that the current 20-year agreement was ending and this was an extension for another fifteen years.

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Mayor Cockrell opened the public hearing and since there were no speakers closed the public hearing.

Councilman Rappaport moved seconded by Councilman Wood that Council adopt an ordinance, effective June 23, 2025, amending and re-ordaining, extending for a period of fifteen (15) years, a franchise agreement for the purpose of providing local exchange telephone service and telecommunication services with Brightspeed of Virginia, LLC for its system in the present and future streets, alleys and public ways of the Town, as presented, with the Mayor to execute the agreement on behalf of the Town.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

An Ordinance to Amend and Re-enact Town Code Sections 158-6 and 158-6.1 for the Re-Adoption by Reference of the State Motor Vehicular Laws and for Revision of Penalties for Violation of Laws
Mayor Cockrell opened the public hearing and since there were no speakers closed the public hearing.

Councilman Ingram moved seconded by Councilwoman DeDomenico-Payne that Council adopt an ordinance to amend and re-enact Town Code Sections 158-6 and 158-6.1 for the re-adoption by reference of the state vehicular laws and for the revision of penalties for violations of laws, as presented.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

PUBLIC COMMENTS NOT RELATED TO PUBLIC HEARINGS

Roger Wisniewski, 1743 W. Commonwealth Drive, voiced concern that the former BB&T building located at 14th Street and Shenandoah Avenue was an eyesore and questioned when it would be cleaned up.

REPORTS

Town Manager Report – Town Manager Joe Petty advised of the following: 1) ongoing detours related to the 8th Street Bridge reconstruction; 2) work on the replacement of the water line on N. Royal Avenue from Commerce Avenue to 6th Street; 3) July 3rd Royal Independence Fireworks; and 4) water and energy saving tips shared on Facebook and in the Town's newsletter. He concluded by voicing appreciation to all Town Staff.

Town Council Reports
Councilman Ingram attended the Annual Salvation Army Dinner and the Front Royal Cardinals Game.

Councilman Wood attended the Transportation/Infrastructure Committee Meeting, various Memorial Day Services, Ribbon Cutting/Dedication for the Revolutionary Soldiers War Memorial Bench, Clear Horizons Forensic and Counseling Group Grand Opening, Annual Salvation Army Dinner, G&M 70th Anniversary Celebration, and the DFRi Garden of Dreams Gala Fundraiser. He invited everyone to the July 3rd FREE Cardinals Game and Fireworks.

Councilwoman DeDomenico-Payne attended Clear Horizons Forensic and Counseling Group Grand Opening. She voiced appreciation to Town Staff specifically their "incredible responsiveness" stating a "good transparent

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government." She voiced support for the Town's Main Street as she compared it to other main streets throughout the country that she had personally visited.

Vice Mayor Veitenthal encouraged the public to investigate the facts being discussed on social media regarding Town Council's actions on various topics. She wished everyone a Happy 4th of July being mindful of our [service] troops.

Councilman Rappaport reported a complaint about a dead tree at 17th Street and Belmont Avenue. He gave a report from the Transportation/Infrastructure Committee Meeting that included Town and County projects.

Report of the Mayor – Mayor Cockrell expressed appreciation to the Energy Services Department for working on the many power outages experienced during the most recent storm. She reminded the public about the suggestions listed on the Town's website to combat the current heat wave. She attended the Ribbon Cutting/Dedication for the Revolutionary Soldiers War Memorial Bench; Global Methodist Church of Virginia Annual Conference, Clear Horizons Forensic and Counseling Group Grand Opening, Shenandoah Rail Trail Meeting, Reaching Out Now Leadership Gala and Samsons Properties Ribbon Cutting. She expressed disappointment at not being able to attend the Juneteenth Celebration and the DFRi Gala; and missing the upcoming Dueling Disco: A Benefit for the Local Children because of her scheduled vacation.

CONSENT AGENDA ITEMS

Benefits Consulting Services

Council approved an award to One Digital of Richmond Virginia in the amount of $30,000.00 per year for Benefits Consulting Services

On-Call General Civil Engineering Services

Council awarded contracts to CHA Consulting, Inc.; Mattern & Craig, Inc.; Potesta & Associates, Inc.; and Timmons Group, Inc., as presented for On-Call General Civil Engineering Services.

FY25 Budget Amendment for Royal Lane Markings and Signage

Council approved a FY25 Budget Amendment in the amount of $34,000.00 to receive funds for Beeren & Barry Investments for reimbursement of expenses incurred by the Town for markings and signage for Royal Lane as described in their special use permit approved by Town Council on April 28, 2025.

FY25 Budget Amendment for Solid Waste Revenue

Council approved a FY25 Budget Amendment in the amount of $259,130.00 to account for additional revenue received from the Solid Waste Rate increase approved by Town Council September 23, 2024.

FY2024-FY2025 Write Off for Bad Debt

Council approved the removal of 5 years or older of outstanding accounts receivable (bad debts) totaling $52,445.15 (146 utility accounts) on the Town's ledger for the remainder of fiscal year 2024-2025 as presented.

Electric Cost of Service Analysis, Rate Study and 5-Year Cash Requirements Projections

Council awarded a contract to RGrid Power PLLC, Wake Forest, North Carolina, in the amount of $68,750.00 for the FY26 study work, with an additional $8,750.00 annually thereafter for financial review services.

Councilman Ingram moved seconded by Councilman Rappaport that Council approved the Consent Agenda as presented.

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Councilman Wood clarified that 10C – FY25 Budget Amendment for Royal Lane Markings and Signage was to include John Marshall Highway improvements.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

BUSINESS ITEMS - NONE

CLOSED MEETING

Councilman Rappaport moved seconded by Vice Mayor Veitenthal that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1)pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a. the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia and b. the VDOT Economic Development Authority Grant for IT Federal.

Vote: Yes – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

Councilman Ingram moved seconded by Vice Mayor Veitenthal 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 – Councilmembers Wood, Veitenthal, Sealock, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – N/A
Abstain – N/A ROLL CALL

The meeting adjourned at approximately 10:00 pm.

Approved by Town Council
Date: _____

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

Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman Glenn E. Wood
ABSENT: Councilman R. Wayne Sealock
OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

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NEW BUSINESS

Deed of Easement from Green Pearl Hospitality LLC to the Town for Public Water and Sewer Easements for Town Water and Sewer Facilities Serving Tax Map 12J-2 – Town Attorney George Sonnett explained that this was a deeded easement for a commercial user in the Rt. 522 N. Corridor so the Town could maintain its facilities. The council agreed to add to the Consent Agenda for July 28th.

Rezoning Application Submitted by Stephen C. Williams to Reclassify Vacant Lots on Elsia Drive – Director of Planning and Zoning Lauren Kopishke advised that this was a rezoning application for approximately 2.8 acres off Elsia Drive from C-1 Community Business to R-3 Residential. The Planning Commission reviewed the request and recommended approval, noting it was the highest and best use of the property. She explained that the County was unable to run a fiscal impact model due to not knowing what the applicant planned to do with the property. The Comprehensive Plan called for this area to have future residential use with the potential of 27.4 townhomes if rezoned, but the entire four acres could get approximately 42 with the topography reducing it by approximately 25%. The council voiced concern over not having the numbers for the schools, not having proffers and being asked to change zoning without concrete plans. Ms. Kopishke noted that the rezoning would permit the nursing home to potentially add an expansion. She reminded Council that the applicant wanted flexibility on what to do with the property and that Council's decision was based on whether it was appropriate to rezone this property from C-1 to R-3. The council agreed to advertise a public hearing for July 28th. The council requested that the update on the fiscal impact model be added to the Liaison Committee Meeting Agenda.

Update on Zoning Ordinance Revisions – Ms. Kopishke showed Council the first page of the Ordinance (Introduction, Authority and Purpose) noting the sequence of the revisions beginning with reorganizing, definitions, sign ordinance, floodplain, and appropriate uses in the various districts to include parking requirements. She explained that time limits would be added to the approved permits. The council was then asked if they had any comments.

Councilman Ingram asked to eliminate the parking for short-term rentals.

Vice Mayor Veitenthal advised she would be sending her comments directly to staff and agreed with Councilman Ingram on the short-term rentals parking. She encouraged the accessibility of biking and walking.

Councilman Rappaport suggested eliminating all off-street parking especially since infill [vacant] lots were "popping up" referencing neighborhoods built in the 1930s. He voiced concern over the aesthetics and safety of so many

vehicles on the streets specifically noting a repair shop parking vehicles around their perimeter. Mr. Sonnet advised that vacant lots were considered no use explaining that only new uses and changes of use triggered parking.

Councilman Wood advised that the Planning Commission followed the Town Code when making parking recommendations, but Council had been granting the permits without their recommendation. He suggested that driveways be required for changes of use and infill lots. It was confirmed that driveways were required for those uses.

Town Manager Joe Petty suggested that Ms. Kopishke send Council the Code Sections for their review and they in turn send her their feedback.

Councilwoman DeDomenico-Payne voiced concern about cars parking in yards and inoperable vehicles.

Mayor Cockrell questioned whether data centers would be defined in the revision. Ms. Kopishke opined that professionally it would have to be clearly defined by stating Council's expectations for the community. Councilwoman DeDomenico-Payne suggested defining it right now and set direction. It was noted that this could be discussed at another time as to include in the revision of the Zoning Ordinance.

LIAISON COMMITTEE MEETING ITEMS FOR JULY 17, 2025

The council agreed to the following items being added to the Liaison Committee Meeting of July 17, 2025:

- Joint Towing Board Request
- Joint Transportation Committee Update
- Tourism Update
- McKay Springs - how to move property forward for economic productive use
- Taxes – how to get the numbers in a timely manner to set Town budget
- Farm Property Fees – offer the two options that were discussed at the last work session and give a deadline of September 2025 for a response.
- Water Conservation – continued discussion on how to have water customers outside town limits adhere to water conservation during a drought.
- Avtex parcels update
- Fiscal Impact Model update

Council asked for an update on the MOU regarding the Building Department and the Boundary Adjustment on Criser Road. Mr. Petty advised that staff was working on the MOU and hoped to have it completed by the end of the summer. Mr. Sonnett hoped the Boundary Adjustment would be completed by the end of the year.

The representative to attend the meeting with the mayor will be Councilman Ingram.

CLOSED MEETING

Vice Mayor Veitenthal moved seconded by Councilman Wood that Town Council convene a closed meeting, pursuant to Sections 2.2-3711 and 2.2-3712 of the Code of Virginia, for the following purpose: 1) pursuant to §2.2-3711(A)(1) of the Code of Virginia, for the discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body, more specifically, Planning Commission; and, 2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, a.

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Peyton Street Parking Area easement agreement and b. the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

Vote: Yes – Councilmembers Wood, Veitenthal, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – Councilman Sealock
Abstain – N/A ROLL CALL

Councilman Ingram moved seconded by Vice Mayor Veitenthal 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 – Councilmembers Wood, Veitenthal, Rappaport, Ingram, DeDomenico-Payne
No – N/A
Absent – Councilman Sealock
Abstain – N/A ROLL CALL

Adjourned approximately 9:45pm.

Approved by Town Council

Date: ----------

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Roll Call by Clerk of Council

PRESENT: Mayor Lori A. Cockrell
Vice Mayor Amber F. Veitenthal
Councilwoman Melissa DeDomenico-Payne
Councilman Joshua L. Ingram
Councilman H. Bruce Rappaport
Councilman R. Wayne Sealock
Councilman Glenn E. Wood

OTHERS PRESENT: Town Manager Joseph W. Petty
Town Attorney George M. Sonnett, Jr.
Clerk of Council Tina L. Presley
Various members of the staff and public

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Water Supply Plan/Excess Volume Determination – CHA Presentation – Stephen Steel from CHA Consulting, Inc. began his presentation [Front Royal – Excess Volume Determination] with a chart showing ten proposed developments. The chart was broken down into categories that included: planned residences, projected flow, water pressure and wastewater sewer shed. Councilman Wood voiced concern that the Rappahannock HC LLC development [Happy Creek Road], two hotels in the corridor and a Chic-fil-a were not on the list. Town Manager Joe Petty advised that he would speak with the Town and County Planning Departments to ensure that everything by right and special use was included in the chart so the numbers could be reworked.

Discussion ensued about the water system's available capacity and the pump stations specifically the Jamestown and 4-H pump stations since they currently would not meet future development. Discussion moved toward the sewer system's available capacity with Mr. Steele explaining the difference between average flow and peak flow. He advised that the money currently being invested in repairing the sewer infrastructure was making a difference in the numbers. Council voiced how difficult it was to approve [industrial] out-of-town water and sewer connection requests based on incorrect numbers. Mr. Steele suggested an application fee to recoup planning and/or engineering consultation fees. Director of Public Works Robbie Boyer noted that some applicants take the square footage of their building to achieve the number. It was noted the cost of infrastructure was important in assessing the maximum amount of water that can be used on existing assets. Vice Mayor Veitenthal suggested discussing recouping costs for out-of-town application requests at a future work session.

Discussion then focused on out-of-town water and sewer customers/users not following mandatory water restrictions when in a declared drought. Mr. Steel opined that this was a service area, and requirements should be followed, holding them to the same standards as in-town customers. Discussion ensued about whether restrictions could be added to the agreements for industrial users.

Councilman Wood suggested that Council let Mr. Petty know what developments should be included on the list so the numbers could be reworked. He reiterated that in-town development should include Rappahannock HC LLC development and the Avtex property; and out-of-town development should include two hotels, Chic-fil-a, and a Sheetz. Vice Mayor Veitenthal did not want the cost of development on the back of the taxpayers. Mr. Petty advised that there was nothing on the table right now for the Avtex property. He reiterated that he would contact the Town and County Planning Departments as well as research the Comprehensive Plans to ensure the list was updated.

Resolution and Energy Schedule for Tallgrass Power Purchase Agreement with AMP – AMP Presentation – Director of Energy Services Carey Saffell virtually introduced Paul Beckhusen, Senior Vice President of Power Supply and Energy

Marketing at American Municipal Power (AMP). Mr. Beckhusen gave a project description explaining that Tallgrass and Kanin Energy had partnered to jointly develop waste heat to power projects along the Rockies Express (REX) pipeline in Indiana and Ohio with specific locations in Pickaway and Muskingum Counties, Ohio. He showed various charts naming the details of the project to include location, interconnection, permitting, capacity, annual price, term, and forecasted value focusing on the market prices through 2032. Mr. Beckhusen concluded with a recommendation of 2MW of project participation along with other resources locking in approximately 65% of long-term needs, showing an Energy Portfolio with Tallgrass and Future Blocks and Project Analysis/Timeline. He noted the subscription deadline as September 20, 2025. Councilman Rappaport questioned the possibility of the renewal energy credits being "slashed" and how that would affect the model. Mr. Beckhusen confirmed it would increase but still be below the market price. Council confirmed that any planned maintenance outages would be switched over to other carriers in the group. Council agreed to add to the July 28th Consent Agenda.

NEW BUSINESS

Purchase of In-Car and Body-Worn Camera System for the Police Department – Purchasing Manager Michelle Campbell advised Council they previously approved an award for in-car camera systems and equipment from Motorola at a cost of $162,280.01. After negotiations to bundle in-car and body-worn cameras the final quote was $249,396.08 [saving 34%]. There was concern it would be obsolete in five years; however, it was noted that this was always a concern when dealing with technology. Chief Brian Whited confirmed that the Police Department staff followed statute of limitations on the recordings. Council agreed to add to the July 28th Consent Agenda.

John Marlow Plaza Sign – Community Development and Tourism Director Lizi Lewis passed out a draft of what the sign would look like and where it would be located noting it was slated to go before the Board of Architectural Review (BAR) for final approval. She explained that the sign and installation were like the civil war trail signs already in place noting she found the same vendor so the colors, fonts and ADA compliance would all match. She advised the wording may have to be tweaked to accommodate the pictures. It was suggested to maybe reduce the pictures to keep the wording and maybe add text to the effect of *"he spent most of his life living and working here."* The hope was to dedicate the sign during the Festival of Leaves Friday event.

Repayment of Economic Development Access Grant – Director of Finance BJ Wilson explained how the grant was received from the Virginia Department of Transportation (VDOT) in 2016 and why the Town was having to repay it back. Mr. Wilson recommended that Council authorize repaying the entire amount now to stop the recurring annual payments for a letter of credit. Mr. Sonnet read the June 9, 2025, letter from VDOT Commissioner Stephen C. Brich, P.E. noting that the requested documentation was not available due to actions of the former EDA Director further explaining that there was a road built and a building sitting on the property. He advised that he was working with Terry Short, VDOTS Local Assistant Division Director, and suggested that Council allow the efforts already started to play out between now and the regular meeting on July 28th. Council agreed to add to the July 28th Business Items.

ACTION ITEM

Alley Vacation Request: Aaron Hike – Town Manager Joe Petty advised that Council was aware of the actions taken in the past on this same request. After reviewing unimproved alleys, he voiced concern over drainage issues throughout Town which prompted further review of utilities and drainage for the future; therefore, seeing unimproved alleys from an important utility perspective. It was noted that Council was either to take action to deny the request or direct staff to move forward with the public hearing. Councilwoman DeDomenico-Payne questioned the alleys that had utilities and whether traffic was deterred in some way. Mr. Petty advised that there were (47) unimproved alleys with (23) having utility connections. Depending on the utility, some throughfares could be deterred. While vacating unimproved alleys was on a case-by-case basis, he reiterated that keeping them could be valuable for the future. Mr. Petty confirmed that there were no utilities currently in this alley; however, at 16th Street and Virginia Avenue there

DRAFT

were some drainage issues where the alley could be a candidate for discharging the water out. Councilman Rappaport opined that with the torrential rains and the topography of the area, he could understand why the alley could have value for a stormwater system and potentially improve the drainage on N. Royal Avenue. Councilman Sealock agreed.

Vice Mayor Veitenthal advised that she could speak on this matter as she had no investment in its outcome. She reminded Council that they previously voted to approve this vacation but there was a legal issue as to why it was not finalized. Mr. Petty referred to the drawing in the packet explaining the underground drainage and how water spilled out in the alley. Vice Mayor Veitenthal questioned why this was not brought up before, noting a different perspective from the former Town Manager and staff.

Councilman Rappaport noted that he was not a fan of giving up the alley as there was some value in keeping it.

Councilman Ingram advised that it had been approved twice before and was owed a public hearing.

Mr. Sonnett explained the rationale for deeming this an Action Item. Since Council was already aware of the facts, it seemed appropriate to ensure they were on board to either deny or move forward. Councilman Wood confirmed that he previously voted to approve but now there was a different idea for the usefulness of alleys. Councilwoman DeDomenico-Payne valued Mr. Petty's opinion on the value of the alley, but preferred the Town have a specific plan already in place for the use of town-owned land preferably within a five-year timeline. Vice Mayor Veitenthal stated that applicants have the right to bring their applications before Council.

Councilman Sealock moved seconded by Councilman Rappaport that Council, being fully advised in the premises, deny the application of Aaron Hike for the vacation of Town alleyway abutting 1516 N. Royal Avenue.

Vice Mayor Veitenthal reminded Council that they can decide what portion of the alley was to be vacated noting that if the area at 16th Street/Virginia Avenue should be left open then Council could deny that portion and leave it open.

Vote: Yes – Councilmembers Wood, Sealock, Rappaport,
No – Councilmembers Veitenthal, Ingram, DeDomenico-Payne
Absent – N/A
Abstain – N/A ROLL CALL
Mayor voted NO to break the tie

Mayor Cockrell stated that a public hearing would be advertised at least thirty days from now and letters mailed to the adjacent property owners. Mr. Sonnett advised that Mr. Hike was not the sole owner, explaining the necessity to have the documents "cleaned up" to move forward.

Other Business

Mayor Cockrell advised that the Liaison Committee Meeting scheduled for Thursday the 17th had been cancelled by the Board of Supervisors. She hoped to try and reschedule once she talked with the Chairman.

Adjourned approximately 9: 22pm.

Approved by Town Council

Date: ----------

DRAFT

REGULAR COUNCIL MEETING
AGENDA STATEMENT

Meeting Date: July 28, 2025 Item# 07A

Agenda Item: Public Hearing – Special Use Permit for a Farmers Market Submitted by Julie Vaught on Behalf of Vaught Associates, LC at 515-B N. Commerce Avenue

Summary: Council is requested to consider a Special Use Permit (SUP) for a farmer's market submitted by Julie Vaught, on behalf of Vaught Associates, LC, at 515-B Commerce Avenue identified by tax map 20A4, Section 10, Lot 8. The property is zoned C-1, Community Business District. The applicant is proposing to install four to six raised garden beds in an existing parking lot for the purpose of growing and selling produce. The applicant anticipates expanding the number of garden beds and creating an orchard area in the next year. Town Code §73-1 defines farmers market as *a collection of two (2) or more vendors, selling farm or domestic products, garden produce, or nursery products, ornamental or otherwise, which have been grown or produced by the vendor offering the same for sale, in an open-air setting or with temporary or partially enclosed structures.*

The Planning Commission recommended approval with the following conditions:

1. The applicant shall mark directional arrows in the parking lot to guide traffic flow prior to the commencement of use.
2. The applicant shall restripe parking spaces to Town Standards prior to commencement of use.
3. Farmer's Market areas must be confined to the parking lot area highlighted in the application and in the undeveloped area in the Northeast quadrant of the application.
4. Farmer's Market cannot interfere with the utilization of existing businesses' minimum requirement of (39) parking spaces.

Adjacent property owners were notified of tonight's public hearing.

Budget/Funding: None

Meetings: Work Session held June 2, 2025. Public Hearing scheduled for June 23, 2025 but postponed

Proposed Motions:

#1 - In furtherance of the purposes and objectives contained in Town Code §175-1(B), I move that Council approve a Special Use Permit (SUP) for a Farmers' Market submitted by Julie Vaught, on behalf of Happy Creek Antiques, at 515-B Commerce Avenue identified by tax map 20A4, Section 10, Lot 8. The property is zoned C-1, Community Business District with the following conditions: 1) The applicant shall mark directional arrows in the parking lot to guide traffic flow prior to the commencement of use; 2)The applicant shall restripe parking spaces to Town Standards prior to commencement of use; 3) Farmers' Market areas must be confined to the parking lot area highlighted in the application and in the undeveloped area in the Northeast quadrant of the application; Farmers' Market cannot interfere with the utilization of existing businesses' minimum requirement of (39) parking spaces.

#2 – In furtherance of the purposes and objectives contained in Town code §175-1(B), I move that Council deny a Special Use Permit (SUP) for a farmer's market submitted by Julie Vaught, on behalf of Happy Creek Antiques, at 515-B Commerce Avenue identified by tax map 20A4, Section 10, Lot 8. The property is zoned C-1, Community Business District.

Moved _____ ***Seconded*** _____

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

TOWN OF FRONT ROYAL
DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
102 EAST MAIN STREET
P.O. BOX 1560
FRONT ROYAL, VA 2263
Main: 540.635.4236
Fax: 540.631.2727
www.frontroyalva.com

#2500104

RECEIVED
MAR 11 2025
TOWN OF FRONT ROYAL
PLANNING & ZONING DEPARTMENT

SPECIAL USE PERMIT REQUEST Application

APPLICANT:
NAME Julie Vaught - Happy Creek Antiques PHONE 540-460-1454
ADDRESS 515 N. Commerce Ave. - B
E-MAIL info@happycreekantiques.com

PROPERTY OWNER:
NAME Vaught Associates PHONE 540 460 1454
ADDRESS 18 Meadowbrook la. Huntly, VA 22640
E-MAIL jvaught@tnt-transportation.com

PROPERTY DESCRIPTION
PROPERTY ADDRESS 515 N. Commerce Ave. - B
TAX MAP _____ SECTION _____ BLOCK _____ LOT _____
SUBDIVISION NAME _____ ACREAGE _____
ZONING DISTRICT CI Parcel # 20A410 8

REQUEST
PROPOSED USE OF PROPERTY Farmer's market in lot
SPECIFIC SPECIAL USE PERMIT REQUEST raised garden beds, Community garden

ATTACHMENTS --The following *must* be submitted with the application. Additional information may be required depending on the nature of the request.

1. Survey/Plat of property showing all **existing** improvements.
   (**10 copies if larger than 11" X 17" and provide a digital copy**)
2. Site Plan Application Pd. Ck#128
3. Application Fee of $400.00 **Receipt #**_____ **Date Paid** 3/11/25
4. Additional information as required by the Dept. of Planning & Community Development.

CERTIFICATION

I certify that the information provided with this application is correct to the best of my knowledge and should the special use permit be granted, the project will comply with the conditions imposed upon it and will be implemented only as approved by Town Council.

Applicant Signature Julie Vaught Date 3/7/25

Property Owner Signature Julie Vaught Date 3/7/25

By submitting this application, the applicant grants permission to Town officials and employees to enter upon the property, which is the subject of this application, during reasonable hours and for purposes related to the application process.

Revised 11-29-2023

SUP 25001O4

Connie Potter

From: jvaught tnt-transportation.com <jvaught@tnt-transportation.com>
Sent: Wednesday, April 16, 2025 11:01 AM
To: Lauren Kopishke; info@happycreekantiques.com
Cc: John Ware; Connie Potter
Subject: Re: Statement of Justification- Special Use Permit- Farmer Market

Good morning,
Thank you for considering the Farm market application. The purpose of the market is to make fresh produce more easily accessible to our community. The goal is to grow produce seasonally for:
*All community members at a reasonable price.
*Less fortunate community members free and/ or in exchange for hands on participation in the program.
The program will evolve in 3 stages:

Stage one- Spring 2025, HCA and Discourse 4 Debbie, (dba- Debbie's Lighthouse) will install 4-6 raised beds and grow produce which will be dispersed as listed above.

Stage two, Fall 2025 and Spring of 2026 additional beds will be installed, and an inground garden will also be added. The additional above ground beds will be used by HCA, and Debbie's Lighthouse, as well as be available for the community to rent to grow their own produce.
This will provide an opportunity for those that don't have access to property for gardens. Horticulture classes will be offered periodically throughout the year.

Stage three, (may run concurrently with both Stage one and two. TBD)
Work with ACES to plant fruit bearing bushes and trees in approved areas of the community.

More details available at tonight's meeting as needed.

I am looking forward to working with you to create healthy opportunities for our community.

Sincerely,
Julie Vaught
540-660-1454
For:
Happy Creek Antiques
Debbie's Lighthouse

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Lauren Kopishke <lkopishke@frontroyalva.com>
Sent: Tuesday, April 15, 2025 2:09:39 PM
To: jvaught tnt-transportation.com <jvaught@tnt-transportation.com>; info@happycreekantiques.com

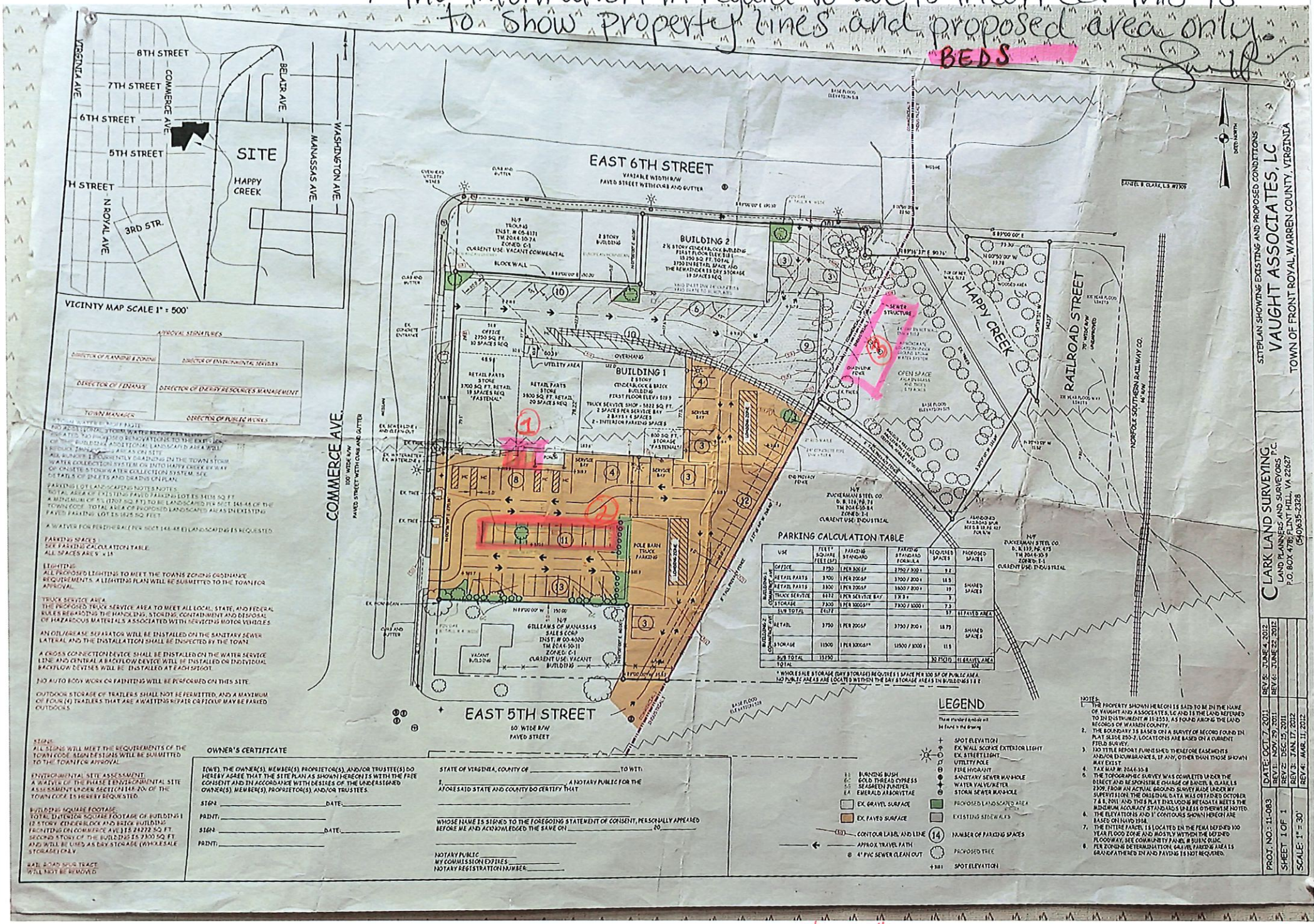
<info@happycreekantiques.com>
Cc: John Ware <jware@frontroyalva.com>; Connie Potter <cpotter@frontroyalva.com>
Subject: Statement of Justification- Special Use Permit- Farmer Market

Good afternoon,
The Planning Commission is requesting a statement of justification to glean additional information for the upcoming work-session. Please provide a written statement of the intent, purpose, and some of the logistics of what you are trying to do with your farmers market application.

Lauren E. Kopishke
Director of Planning & Zoning
Zoning Administrator
Town of Front Royal
Dept. of Planning and Zoning
102 E Main St | PO Box 1560
Front Royal, VA 22630
T./540-635-4236

* The information in regard to use is incorrect this is to show property lines and proposed area only.

BEDS



* This year raised beds in areas #1 & #2 only. Next year in ground at #3.

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: July 28, 2025 Item# 10A

Agenda Item: Deed of Easement from Green Pearl Hospitality LLC to the Town for Public Water and Sewer Easements for Town Water and Sewer Facilities off Rt. 522 N. Corridor

Summary: Council is requested to approve and accept public water and sewer easements over portions of Tax Map Parcel 12J-2 for access to and maintenance of facilities to be constructed by GREEN PEARL HOSPITALITY LLC and accepted by the Town for inclusion in the Town's utility system necessary to provide utility service to a commercial property located outside of Town limits in the 522 Corridor.

Budget/Funding: None

Meetings: Work Session held July 7, 2025

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

Proposed Motion: I move that Council approve and accept a Deed of Easement conveying public water and sewer easements to the Town over portions of Tax Map Parcel 12J-2, owned by GREEN PEARL HOSPITALITY LLC and direct the Mayor to execute documents on behalf of the Town.

Moved _____ ***Seconded*** _____

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

Prepared by:
Quinton B. Callahan #81357
Clark & Bradshaw, PC
92 N. Liberty Street
Harrisonburg, VA 22802
(540) 433-2601
#23-651/cap

Tax Map No. 12J-2
Exemption: Section 58.1-811(A)(3) and Section 58.1-811(C)(5) of the Code of Virginia (1950), as amended.

THIS DEED OF EASEMENT, made this 29th day of May, by and between **GREEN PEARL HOSPITALITY LLC,** a Virginia limited liability company ("Green Pearl"), GRANTOR, (hereinafter referred to as "Grantor" or "Owner") and **TOWN OF FRONT ROYAL, VIRGINIA**, a Virginia Municipal Corporation, (hereinafter referred to as "Town") indexed as GRANTEE, whose address is Post Office Box 1560 Front Royal, Virginia, 22630.

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar ($1.00) cash in hand paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the sealing and delivery of this deed, the Grantor hereby grants and conveys with General Warranty and English Covenants of Title, subject to easements, restrictions and reservations of record, unto the Town of Front Royal, Virginia, Grantee, its successors and assigns, being a new water easement, water and sewer easement and sight distance easement, more particularly described and pursuant to the terms and conditions set forth below, which Easements shall be exclusive, perpetual and shall run with the land, and which Easements affect a portion or portions of the property or properties of the Grantors located in North River District, Warren County, Virginia. A more specific description of the location of, and additional terms of the easements, are set forth in

COPY

EASEMENTS, North River District, Warren County, Virginia", made by Michael M. Artz, L.S., dated May 9, 2025, (hereinafter referred to as "Plat"), which Plat is to be made a part hereof and attached hereto and recorded herewith. The granted Easements are more particularly described below.

The Easements hereby granted affect portions of the real estate acquired by the Grantor by a deed dated December 12, 2023, from 300N, LLC, a West Virginia limited liability company, recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, as Instrument Number 230005426. (herein after referred to as "Property").

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Town of Front Royal, Virginia, its successors and assigns, the Easements as hereafter set forth in the respective locations shown on the Plat and incorporated herein by reference as follows:

The Easements hereby granted are:

1. A 800 square foot public water easement more particularly shown on the Plat as "New 800 sf Water Easement hereby created", for the purpose of:

   a. Installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future water lines/mains, which may include fire hydrants, valves, meters, service connections and other appurtenant facilities for the transmission and distribution of water through and across the Property, said easement being more particularly bounded and described on the Plat ("800 sf Public Water Easement").

2. A 512 square foot public water and sewer easement more particularly shown on the Plat as "New 512 sf Water & Sewer Easement hereby created", for the purposes of:

   a. Installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future water lines/mains, which may include fire hydrants, valves, meters, service connections and other appurtenant facilities for the transmission and distribution of water through and across the Property, said easement being more particularly bounded and described on the Plat ("512 sf Public Water & Sewer Easement").

COPY

b. Installing, constructing, increasing or decreasing the size, operating, maintenance, adding to, or altering present or future sewer lines, which may include manholes, building service laterals other appurtenant facilities for the collection of sewage and its transmission through and across the Property, said easement being more particularly bounded and described on the Plat ("512 sf Public Water & Sewer Easement").

The above-described "800 sf Public Water Easement" and "512 sf Public Water & Sewer Easement" (collectively, "Easements") are subject to the following conditions:

1. All water mains, waterlines, sewer lines, appurtenant facilities, service connections from the main to the meter and appurtenant facilities following installation in the Easements by Owner and acceptance by Town except building service laterals, shall be and remain the property of the Town, its successors and assigns.

2. The Town and its agents shall have full and free use of said Easements for the purposes named and shall have all rights and privileges reasonably necessary to the exercise of the rights granted in the Easements including the right to access to and from the Easements, provided that areas disturbed by the Town shall be restored by backfilling of trenches and replacing surface conditions "in kind", except those items subject to removal. Owner agrees that the Town or its agents can use existing gates or entrances for the most direct, but minimum impact, access to the Easements.

3. The Town and its agents shall have the right to trim, cut, and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the Easements conveyed, deemed by it to interfere with the proper and efficient installation, construction, operation, and maintenance of the utilities installed and their appurtenant facilities; provided, however that the Town at its own expense shall restore as nearly as possible, to their original condition, all land or premises which are disturbed in any manner by the construction, operation, and maintenance of such utilities. Such restoration shall include the backfilling of trenches, the replacement of fences and shrubbery, the reseeding or resodding of lawns or pasture areas within and outside the Easements, and the replacement of structures and other facilities located outside the Easements, but shall not include the replacement of structures, trees, and other facilities located within the Easements.

4. Owner reserves the right to make use of the Easements herein granted which may not be inconsistent with the rights herein conveyed or interfere with the use of said Easements by the Town for the purposes named; provided, however, the Owner shall comply with all applicable ordinances and regulations. However, the Owner shall be exempted as to placement restrictions and relocation costs for fences and structures that can be readily moved.

COPY

5. Any utilities that cross the Easements on the horizontal plane at less than or equal to 45 degrees from perpendicular to the waterline shall be deemed not to interfere with the rights granted by these Easements to the Town, provided that the utility is installed in strict compliance with the requirements of the Town's Design and Construction Standards.

6. The Town shall have the right to act and then to recover cost from the responsible party, or to require the responsible party, to trim, cut, or prune trees and shrubbery, and to temporarily relocate or permanently remove the vegetation as referenced, utilities, fences, structures, or her obstructions or facilities within the easement being conveyed, deemed by it to be interfere with the proper and efficient construction, operation and maintenance of said Easements. Pavement, sidewalk and grass/sod shall not be considered as presenting interference to the rights herein established.

7. Utilities and obstructions prohibited upon the Easements, as rights conveyed in items 3, 4, 5 and 6 above, may be allowed by mutual consent of the Town and the encroaching party via entry into an indemnification and cost recovery agreement.

All recitals and exhibits are hereby incorporated as integral terms of this Deed.

IN WITNESS WHEREOF, Green Pearl Hospitality LLC, Virginia limited liability company, has caused this Deed of Easement to be signed in its name as thereunto duly authorized.

COPY

SIGNATURES APPEAR ON FOLLOWING PAGES

GREEN PEARL HOSPITALITY LLC, a Virginia limited liability company

By: _____ **(Seal)**
Name: KETAN PATHAK
Title: Its: Authorized Officer

STATE OF VIRGINIA,
CITY/COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of 5th of June, 2025, by Ketan Pathak, Authorized Officer on behalf of GREEN PEARL HOSPITALITY LLC, a Virginia limited liability company, on behalf of the company.

My commission expires: 3/31/2026.

My registration number is: 7576917.

Nicole Marie Fernandez
Notary Public
Reg #7576917
Commonwealth Of Virginia
My Commission Expires 3/31/2026

_____
NOTARY PUBLIC

COPY

The foregoing Deed of Easement is hereby accepted by the Town of Front Royal, Virginia, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Town of Front Royal, by Resolution adopted by the Town Council on this _____ day of _____, 2025.

WITNESS the following signatures and seals:

TOWN OF FRONT ROYAL VIRGINIA,

By:_____

_____, _____

ATTEST:

_____
Clerk of Council
Town of Front Royal, Virginia

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

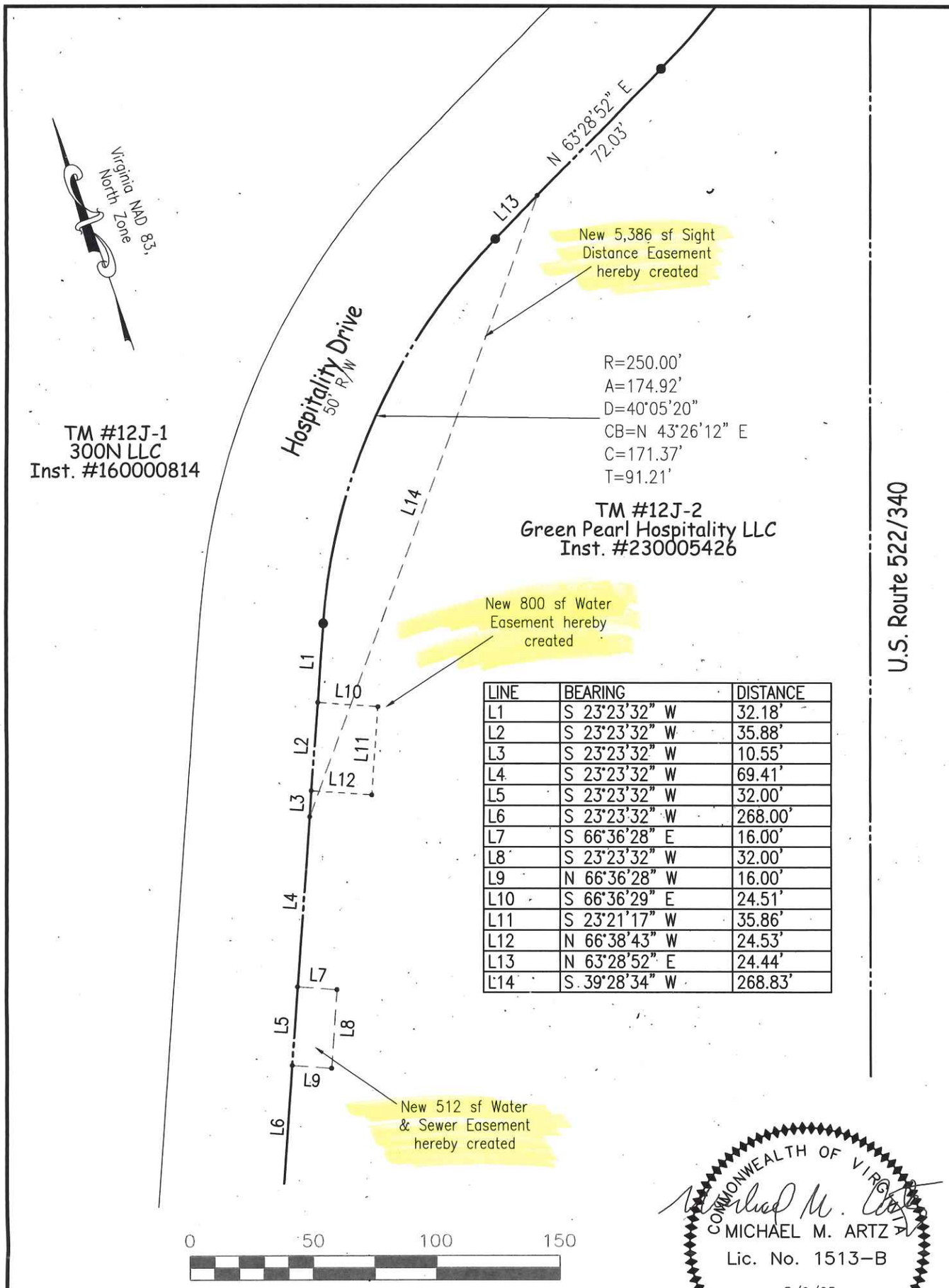
The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this day of _____, 2025, by _____, _____ of the Town of Front Royal, Virginia, on behalf of the Town of Front Royal, Virginia, a Municipal Corporation of the Commonwealth of Virginia.
My commission expires: _____.
My registration number is: _____.

_____
NOTARY PUBLIC

APPROVED AS TO FORM:

_____ 06-24-2025
Town Attorney
Town of Front Royal, Virginia

COPY



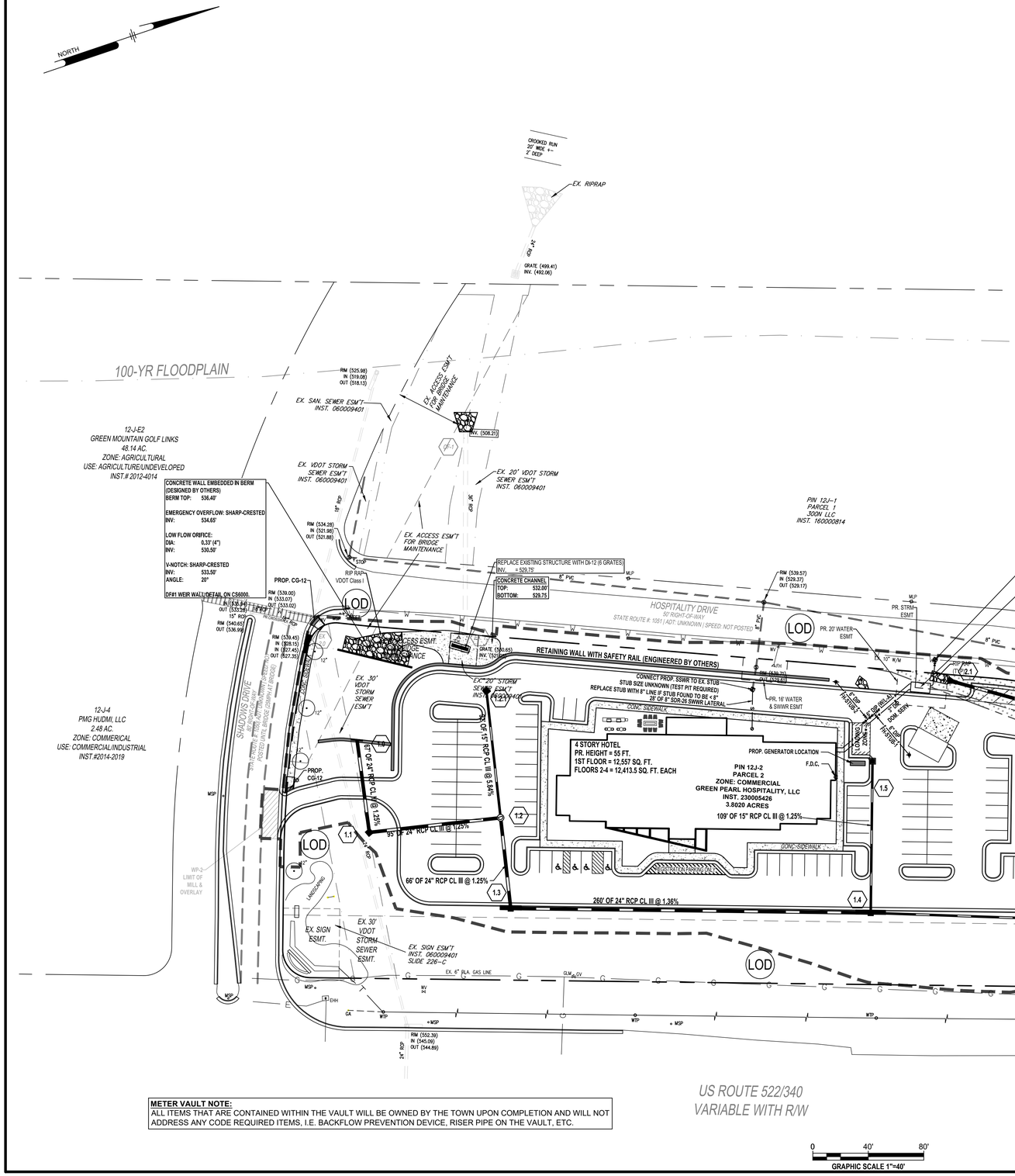
LINE	BEARING	DISTANCE
L1	S 23°23'32" W	32.18'
L2	S 23°23'32" W	35.88'
L3	S 23°23'32" W	10.55'
L4	S 23°23'32" W	69.41'
L5	S 23°23'32" W	32.00'
L6	S 23°23'32" W	268.00'
L7	S 66°36'28" E	16.00'
L8	S 23°23'32" W	32.00'
L9	N 66°36'28" W	16.00'
L10	S 66°36'29" E	24.51'
L11	S 23°21'17" W	35.86'
L12	N 66°38'43" W	24.53'
L13	N 63°28'52" E	24.44'
L14	S 39°28'34" W	268.83'

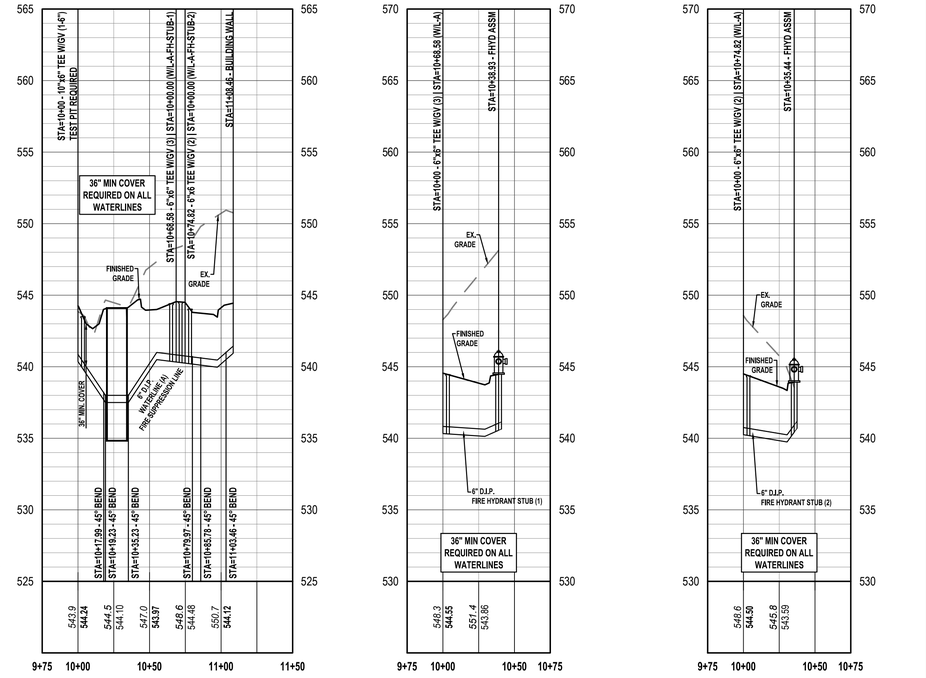
COMMONWEALTH OF VIRGINIA
MICHAEL M. ARTZ
Lic. No. 1513-B
5/9/25
LAND SURVEYOR

Plat of New Easements

North River District, Warren County, Virginia
Scale: 1" = 50' Date: May 9, 2025
Present Owner:
Green Pearl Hospitality, LLC
TM #12J-3 Inst. #230005426

PREPARED BY:
PENNONI ASSOCIATES INC.
Pennoni
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139
F 540.665.0493





WATERLINE PROFILE (A) - FIRE SUPPRESSION LINE
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

WATERLINE PROFILE - FIRE HYDRANT STUB (FH-1)
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

WATERLINE PROFILE - FIRE HYDRANT STUB (FH-2)
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

PENNONI ASSOCIATES INC.
117 East Piccadilly Street
Winchester, VA 22601
T 540.667.2139 F 540.665.0493

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK

COMMONWEALTH OF VIRGINIA
MICHAEL M. ARTZ
No. 1513
LAND SURVEYOR
2025.04.14

HYATT STUDIO
SITE PLAN
HOSPITALITY DRIVE | WARREN COUNTY, VA
NORTH RIVER MAGISTERIAL DISTRICT
UTILITY PLAN
GREEN PEARL HOSPITALITY, LLC
521E RIVR PLAZA | UNIONDALE NY, 11556

NO.	DATE	REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	GRPRL23001
DATE	08-20-2024
DRAWING SCALE	AS NOTED
DRAWN BY	BEF
APPROVED BY	MMA

CS5000

TOTAL SHEETS 30

PLOTTED: 7/1/2025 3:18 PM, BY: Britney Ford P:\DTS\TYLE Pennoni NCS.stb
U:\Accounts\GRPRL\GRPRL23001 - BRS Hwd\DESIGN_SHEETS\SP-CS5000.dwg

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: July 28, 2025 Item# 10B

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

Summary: On May 27, 2025, Council approved a budget amendment to provide funding for a new in-car camera system from Motorola Solutions for the Police Department in the amount of $162,280.00 In June, the Purchasing Division received a request to proceed with the purchase of (26) body-worn camera systems previously quoted at $120,900.00 by Motorola Solutions. Combined, the two separate purchases would total $283,180.01. Staff identified redundancies in some of the costs and requested that Motorola Solutions combine both systems into a single bundled proposal. On July 3, 2025, staff received an updated bundled quote from Motorola Solutions, Inc., in the amount of $249,396.08 representing total cost savings of $33,783.93. Council is requested to authorize the purchase, through cooperative contracting, of a bundled package consisting of twenty-six (26) Motorola body-worn camera systems and fourteen (14) in-car camera systems for the Police Department in the amount of $249,396.08.

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

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

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

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

Meetings: Work Session held July 14, 2025

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

Proposed Motion: I move that Council authorize the purchase, through cooperative contracting, a bundled package consisting of twenty-six (26) Motorola body-worn camera systems and fourteen (14) in-car camera systems for the Police Department in the amount of $249,396.08.

Moved _____ ***Seconded*** _____

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

FRONT ROYAL POLICE DEPARTMENT
900 MONROE AVE FRONT ROYAL, VA
540.635.2111

Brian Whited
Chief of Police

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

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

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

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

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

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

Sincerely,

Brian Whited
Chief of Police
Front Royal Police Department

VideoManager EL (Cloud)

Criminal Justice Information Services

Compliance White Paper

2025

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Summary

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

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

MSI’s Background of CJIS Compliance:

A CJIS compliance review and approval lies with individual agencies, each of which may have unique configurations or requirements that vary from state to state or agency to agency and deviate from the CJIS Security Policy. Resultantly, one blanket answer to compliance is rarely feasible. Additionally,

applying CJIS Security Policy version 6.0 controls to video/image repositories is a new phenomena as this type of data is not in scope of the FBI-CJIS definition of Criminal Justice Information - CJI.

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

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

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

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

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

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

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

Policy Areas

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

Policy Area 1: Information Agreements

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

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

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

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

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

Policy Area 2: Security Awareness Training

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

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

Policy Area 3: Incident Response

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

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

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

Policy Area 4: Auditing and Accountability

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

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

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

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

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

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

Policy Area 5: Access Control

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

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

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

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

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

The product offering provides for a system use notification at the time of login. It is possible to have custom language as needed by the customer for jurisdiction specific notices and needs to be configured

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through the customer's Active Directory. MSI and the customer can discuss alignment of compliance expectations with respect to this feature.

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

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

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

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

Policy Area 6: Identification and Authentication

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

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

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

Policy Area 7: Configuration Management

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

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

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

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

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

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

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

Policy Area 8: Media Protection

As noted, MSI’s VideoManager EL utilizes the Azure GovCloud for cloud offerings for infrastructure hardware and information storage. Microsoft employs strict policies to protect all media within the Azure GovCloud, is listed as CJIS compliant with 45 + states, and maintains FedRAMP High ATO for federal government use of the cloud. That FedRAMP authorization by DHS ensures media protection and

disposal policies that are consistent with the CJIS policy and NIST 800-53 controls. Azure has a FedRAMP document to describe implementation of the policy controls which includes a third party assessment.

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

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

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

Policy Area 9: Physical Protection

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

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

Policy Area 10: System & Communications Protection & Information Integrity

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

NIST Validation certificates will be made available upon request. Data in transit is protected using NIST certified encryption from endpoint devices to the Azure GovCloud Network boundary and from that

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boundary to the customer single tenant storage accounts where AES-256 encryption modules protect the data.

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

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

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

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

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

Policy Area 11: Formal Audit

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

Policy Area 12: Personnel Security

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

Policy Area 13: Mobile Devices

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

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

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MOTOROLA SOLUTIONS

QUOTE-3190840
Mobile Video Bundled Quote

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

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

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

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

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

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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

Grand Total $249,396.08(USD)

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term	Upfront Sale Price
Upfront Costs*			
			$9,390.08
Upfront Subscription Fee			
	Video as a Service	Annually	$48,001.20
Sub Total:			**$57,391.28**

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

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

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Notes:

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

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

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VIDEO-AS-A-SERVICE OVERVIEW

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

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

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



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

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VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION



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

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

VIDEO EVIDENCE MANAGEMENT

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

Simplified Evidence Review

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

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

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

Easy Evidence Sharing

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

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

Automatic Data Maintenance

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

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

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Integration with In-Car and Body-Worn Cameras

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

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

Optional Live Video Streaming

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

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

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

DEVICE MANAGEMENT

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

Device Tracking

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

Faster Shift Changes

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

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

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1 V700 Body-Worn Camera Solution Description



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

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

1.1. Key Features of the V700

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

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

1.2. V700 and In-Car Video Integration

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

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

1.3. V700 and APX Radio Integration

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

1.4. Holster Aware™ Integration

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

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1.5. Docking Stations

The V700 has three docking options:



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



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



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

1.6. Mounting Solutions

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



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M500 In-Car Video System

Solution Description

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



The M500 offers the following benefits:

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

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

- Works reliably, even in challenging situations

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

- Protects video data, whether in transit or at rest

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

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

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

- Increases efficiency

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

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- Promotes trust

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

- Integrates seamlessly with other Motorola technologies

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

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

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

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

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MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

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

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

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

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

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

AWARD, ADMINISTRATION, AND PROJECT INITIATION

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

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

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL

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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

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

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

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

Security Awareness Training

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

CJIS Security Addendum

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

Third Party Installer

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

COMPLETION CRITERIA

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

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

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

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SUBSCRIPTION SERVICE PERIOD

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

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

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

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

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

Project Manager (PM)

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

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

Post Sales Engineer

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

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

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System Technologist (ST)

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

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

Professional Services Engineer (if applicable)

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

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

Application Specialist (if applicable)

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

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

Technical Trainer / Instructor

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

Motorola-Certified Installer

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

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

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

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

Customer Support Services Team

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

Customer Project Roles and Responsibilities

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

Project Manager

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

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

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

IT Support

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

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

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

Video Management Point of Contact (POC)

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

Subject Matter Experts (SMEs)

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

Training POC

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

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General Customer Responsibilities (if applicable)

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

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

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

NETWORK AND HARDWARE REQUIREMENTS

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

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

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

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PROJECT PLANNING

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

PROJECT PLANNING SESSION

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Deliverables

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

DISCOVERY TELECONFERENCE

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

Motorola Responsibilities

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

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- Confirm Customer-provided configuration inputs.

Customer Responsibilities

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

Motorola Deliverables

- Completed BPR Workbook.

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PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

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

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

Motorola Responsibilities

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

Customer Responsibilities (if applicable)

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

Motorola Deliverables

- Contracted Equipment.

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- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

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

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

Table 1-1: Number of Contractual ICV Configurations

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

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

Motorola Responsibilities

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

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

Customer Responsibilities

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

Motorola Deliverables

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

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

Body Worn Camera Configuration (if applicable)

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

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

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

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SOFTWARE INSTALLATION AND CONFIGURATION

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

Installation of VideoManager EL software consists of the following activities:

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

VideoManager EL (if applicable)

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

Motorola Responsibilities

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

Customer Responsibilities

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

VideoManager ELC (if applicable)

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

Motorola Responsibilities

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

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

Customer Responsibilities

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

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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

CommandCentral Evidence (if applicable)

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

Motorola Responsibilities

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

Customer Responsibilities

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

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DATA MIGRATION SERVICES (IF APPLICABLE)

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

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

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

Motorola Responsibilities

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

Customer Responsibilities

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

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

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SYSTEM TRAINING

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

ONLINE TRAINING (IF APPLICABLE)

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

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

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

Motorola Responsibilities

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

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

Customer Responsibilities

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

Motorola Deliverables

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

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

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

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

Motorola Responsibilities

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

Customer Responsibilities

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

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

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ASSUMPTIONS

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

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

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

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

1.1. Description of Services and Obligations

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

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

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

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

1.2. Essential Service

1.2.1. Remote Technical Support

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

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

1.2.1.1 Technical Problem Isolation, Analysis and Resolution.

A Motorola Solutions representative or technologists will:

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

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1.2.2. Software Maintenance

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

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

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

1.2.3. Software Enhancements

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

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

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

1.2.4. Device Hardware Repair

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

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

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

1.2.5. Essential Software Service

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

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

- Remote Technical Support
- Software Maintenance
- Software Enhancements

1.2.6. Scope of Products or Services included

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

1.3. Motorola Solutions Responsibilities

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

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

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

LTE/4G Service. Motorola Solutions supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer’s selection of a Carrier during the initial ordering process,

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Motorola Solutions will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

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

1.4. Customer Responsibilities

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

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

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

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

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

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

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

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

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

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

1.5. Essential Service Limitations and Restrictions

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

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

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

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

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

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

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

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

1.7. Essential Service with Accidental Damage Repair and Advanced Replacement

1.7.1. Description of Services and Obligations

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

Examples of repairs covered under Accidental Damage include:

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

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

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola Solutions' Partner Hub Portal, OCc, or CPQ when ordering, the hardware serial number(s) are

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automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

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

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

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

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

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

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

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

1.8. Accidental Damage and Advanced Replacement Limitations and Restrictions

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

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

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

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

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

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REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: May 27, 2025

[redacted]

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

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

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

Budget/Funding:

FY25 Budget Amendment			
Revenue	1000-3140104	Automated Ticketing	$269,480.00
Expenditure	9790-49016	General Fund Transfer to Electric Fund	$107,200.00
Expenditure	3102-47001	Police Patrol Machinery & Equipment	$162,280.00
	FY25 Budget Transfer		
Revenue	9401-3240407	Electric Fund Revenue – Transfer from General Fund	$107,200.00
Expenditure	9401-47910	Energy Services Traffic Signalization	$107,200.00

Meetings: Work Session held May 5, 2025

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

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

Moved _____ ***Seconded*** _____

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

COPY

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: July 28, 2025 Item# 10C

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

Summary: Council is requested to approve a Resolution Authorizing the Execution of 2027 Waste Heat Energy Schedule with American Municipal Power, Inc. (AMP) and Other Actions for Tallgrass Power Purchase, as presented.

Budget/Funding: None

Meetings: Work Session held July 14, 2025

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

Proposed Motion: I move that Council approve a Resolution Authorizing the Execution of 2027 Waste Heat Energy Schedule with American Municipal Power, Inc. (AMP) and Other Actions for Tallgrass Power Purchase, as presented, and authorizes the Town Manager to execute and deliver the 2027 Waste Heat Energy Schedule with such changes as the Town Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality on behalf of the Town.

Moved _____ ***Seconded*** _____

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

May 2025

Front Royal Power Supply and Tallgrass Renewable PPA

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

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

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

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

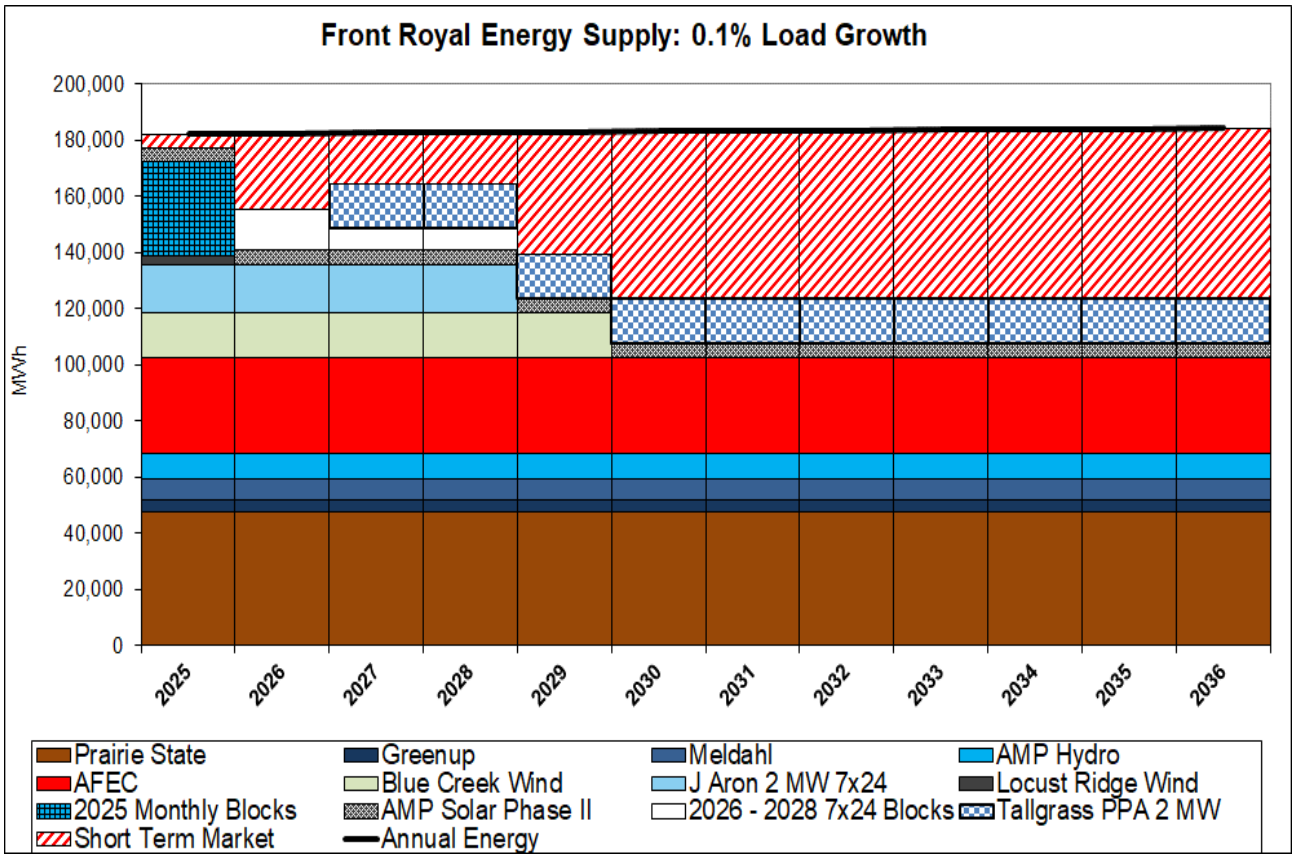
Front Royal uses approximately 180,000 MWh of energy per year. Front Royal has the following power supplies in place to meet those projected energy needs. Each resource is shown in the chart and described below. The chart also includes a recommended participation amount in the Tallgrass PPA. Front Royal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

1 MW 7x24 for all months for 2026

2.5 MW 7x24 for January, February and December 2026

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

These are included in the chart as well.



ENERGY SUPPLY RECOMMENDATION

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

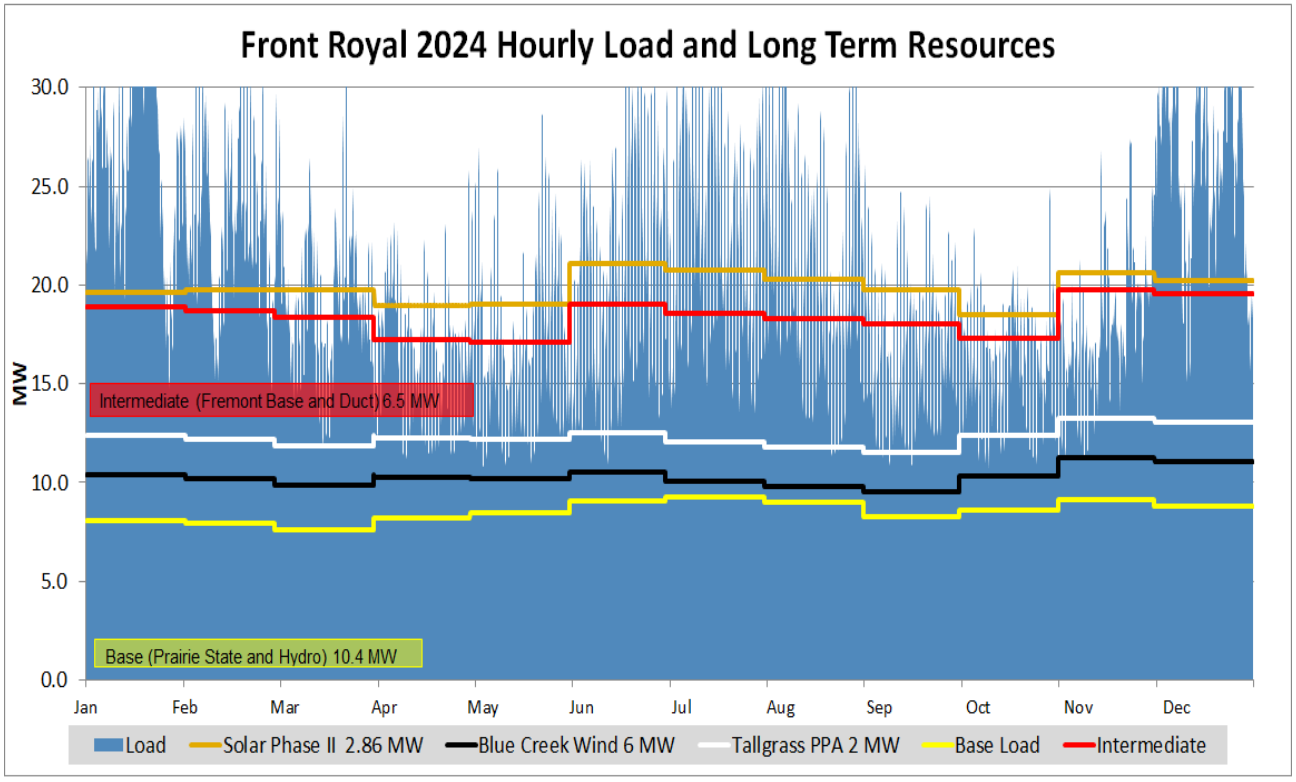
Base Load resources are power supplies that are delivered on a near round-the-clock basis. Prairie State, Hydro, Landfill and Wind facilities provide base load power. **The Tallgrass PPA will be a base load round the clock resource.**

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

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

TALLGRASS PPA RECOMMENDATION

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



DESCRIPTION OF POWER SUPPLY RESOURCES

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

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

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

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

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

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

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

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

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

TOWN OF FRONT ROYAL, VIRGINIA

2027 WASTE HEAT ENERGY SCHEDULE

AMP Contract No. 2027-011383-SCHED

A Schedule to

American Municipal Power, Inc.

and

TOWN OF FRONT ROYAL, VIRGINIA

Master Service Agreement No. C-12-2007-6255

WHEREAS, the Town of Front Royal, Virginia ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

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

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

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

SECTION 1 - TERM

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

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SECTION 2 - SERVICES

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

SECTION 3 - DELIVERY POINT

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

SECTION 4 - SCHEDULING

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

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

SECTION 5 - DEPENDENCE ON WASTE HEAT POWER AGREEMENT

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

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SECTION 6 - RATES, CHARGES AND BILLING

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

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

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

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

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

SECTION 7 – INSTALLED CAPACITY CREDIT

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

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SECTION 8 –ENVIRONMENTAL ATTRIBUTES

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

[Signature page follows.]

COPY

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

TOWN OF FRONT ROYAL, VIRGINIA

BY:_____

NAME:_____

TITLE:_____

DATE: _____

APPROVED AS TO FORM:

BY:_____
Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY:_____
Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel

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EXHIBIT A

RATE SCHEDULE for WASTE HEAT ENERGY*

Contract Price*:

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

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

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EXHIBIT B

Capacity Schedule

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

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EXHIBIT C

Environmental Attributes

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

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

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

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

TOWN OF FRONT ROYAL, VIRGINIA

SIGNED BY:_____

DATE:_____

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EXHIBIT D

SECONDARY DELIVERY POINTS

[TO COME]

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EXHIBIT E

EXAMPLE 2027 WASTE HEAT SCHEDULE RATE CALCULATION

2027 Example Rate

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

PJM Operating Reserves = $0.10 / MWh (estimated)

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

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

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

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

Service Fee B = $0.58 / MWh

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Pertaining to AMP Contract No. 2027-011383-SCHED

TOWN OF FRONT ROYAL, VIRGINIA

RESOLUTION NO. _____

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

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

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

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

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

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

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

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical wind-generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for

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the same by acquiring interests through a purchased power agreement (PPA) in certain wind energy facilities; and

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

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

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

WHEREAS, prior to the adoption of this Resolution AMP has (i) informed Municipality of the terms of the 2027 Waste Heat Energy Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Waste Heat Power Agreements; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2027 Waste Heat Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

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

WHEREAS, after due consideration, Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Developer upon the terms and conditions set forth in the Waste Heat Power Agreements.

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

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

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

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

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

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

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

4882-3687-7711, v. 1

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APPROVED:

_____
Lori A. Cockrell, Mayor

ATTEST:

_____
Tina L. Presley, Clerk of Council

This Resolution was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council conducted on _____, 2025 upon the following recorded vote:

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

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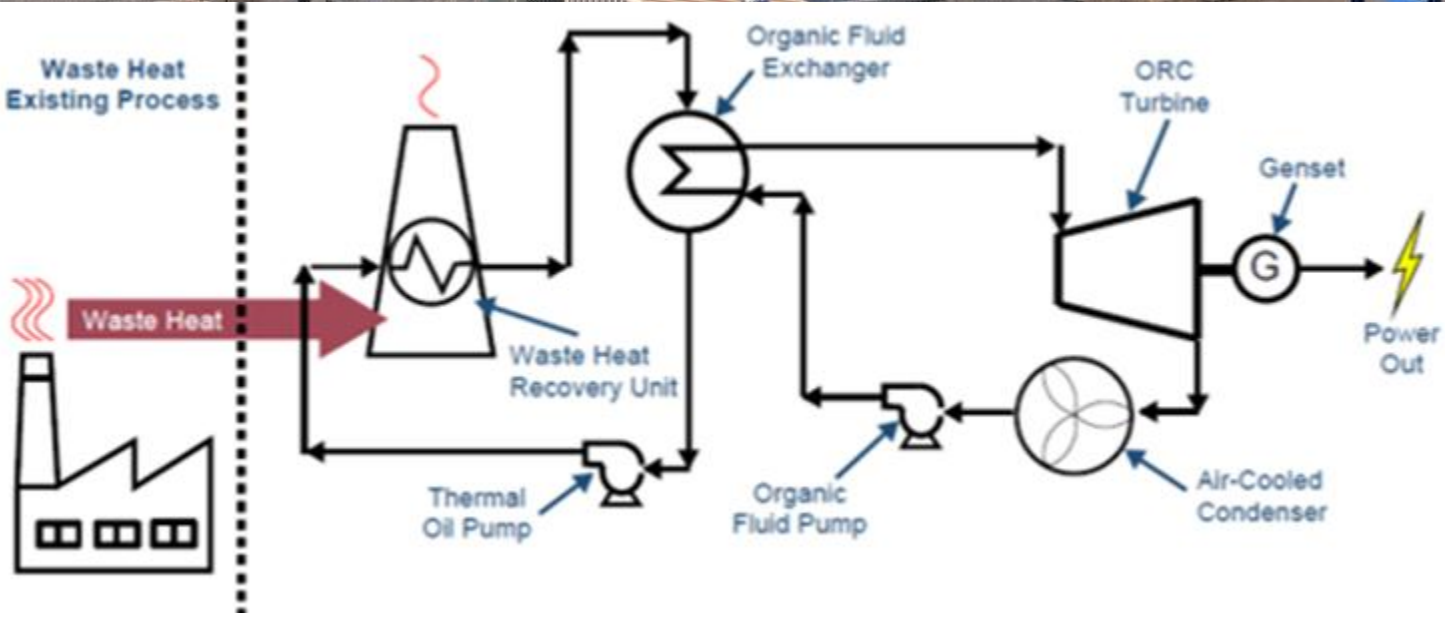
Approved as to Form and Legality:

_____
George M. Sonnett, Jr., Town Attorney Dated: _____

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AMP Waste Heat Recovery Power Purchase Agreement (PPA)





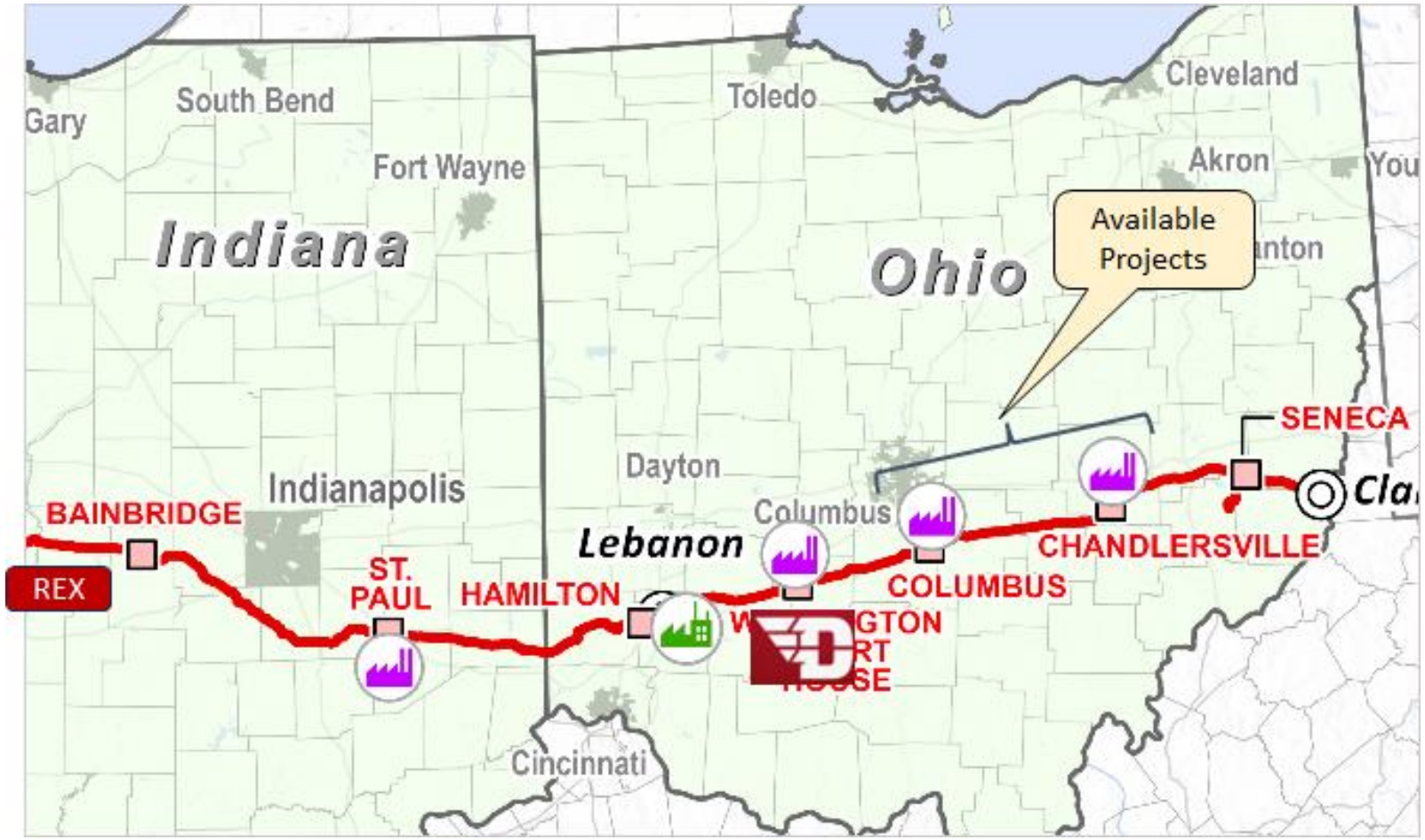
June 2025

AMP™
PUBLIC POWER PARTNERS

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

Waste Heat to Power Overview

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



Business Confidential – Not for Distribution as a Public Record

Waste Heat to Power PPAs

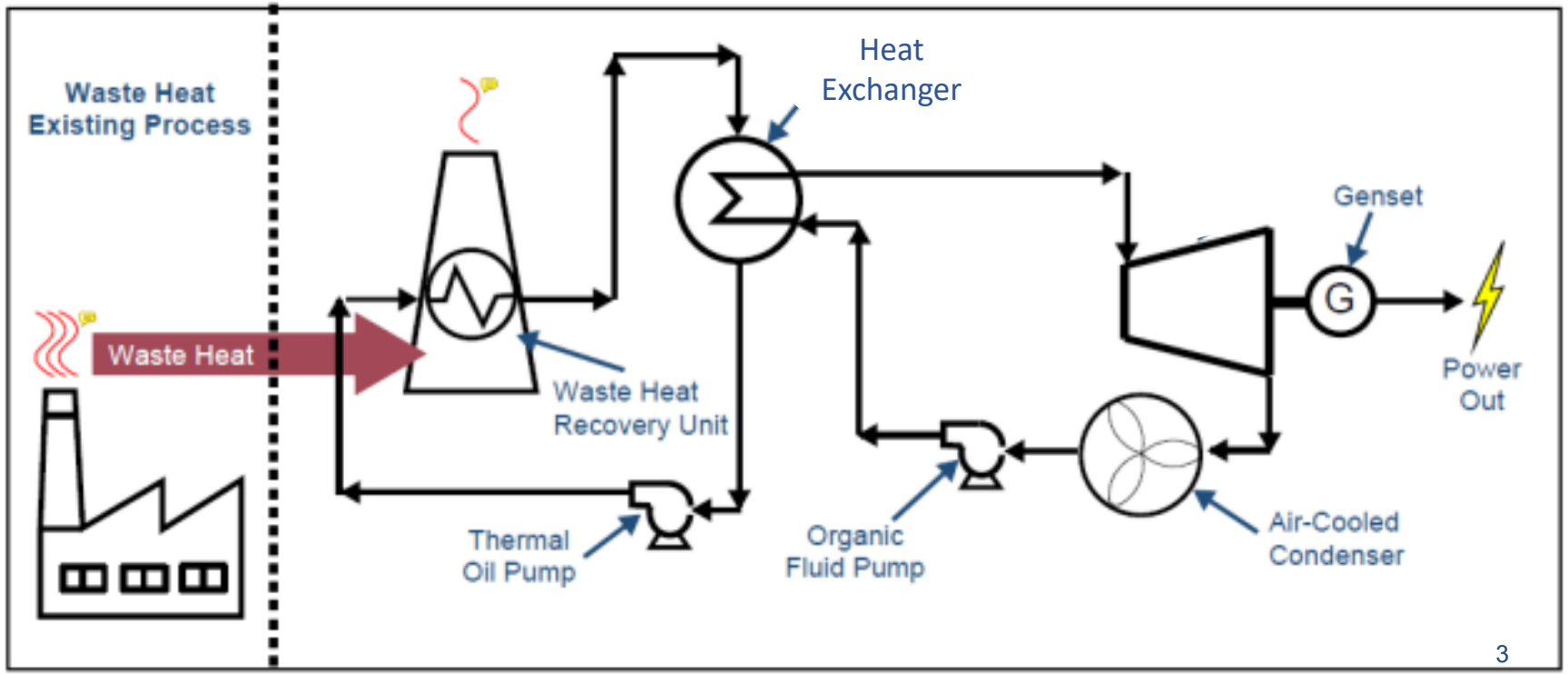
- Tallgrass offering two waste heat to power projects in Ohio [Chandlersville/Philo (Muskingum County) and Ashville/Columbus (Pickaway County)], totaling 22.74 MW.

- 16-year term from January 2027 through 2042.

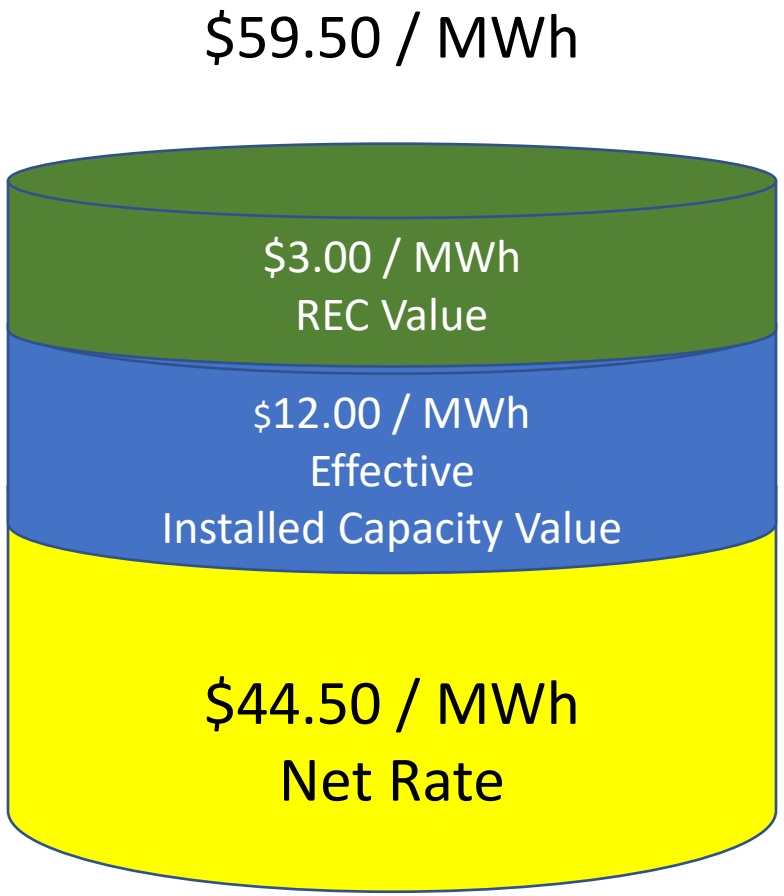
- PPA similar to other Wind, Landfill and Solar PPAs. AMP will not own the facility. We will only pay supplier for energy produced.

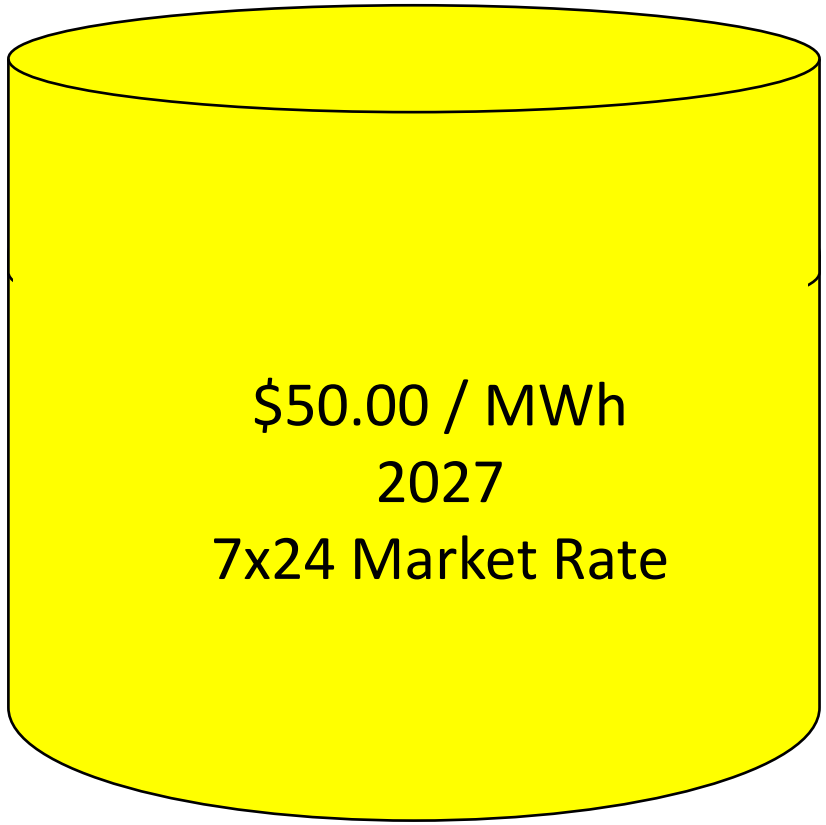
- 2027 price of $59.50/MWh.
- (Escalating 2% annually)

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

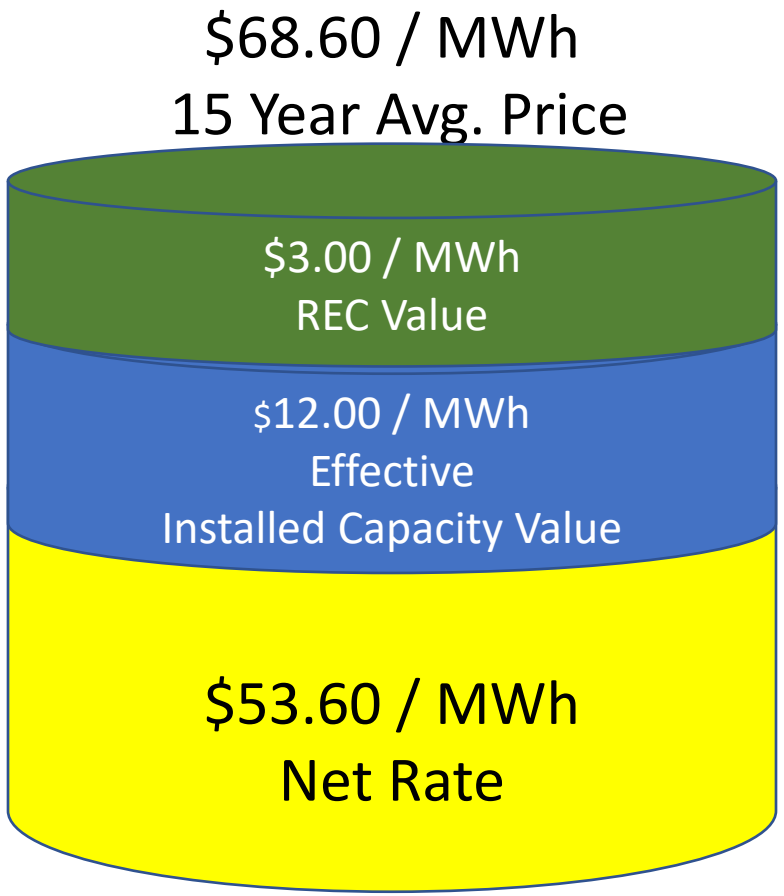


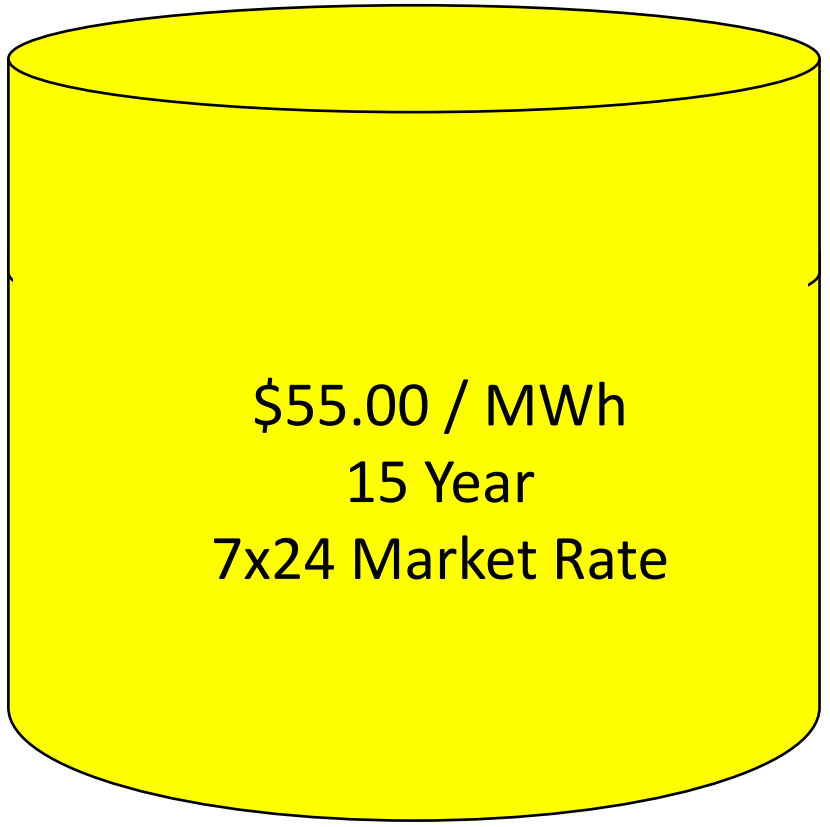
2027 Net Cost of TallGrass Energy





15 Year Avg. Net Cost of TallGrass Energy

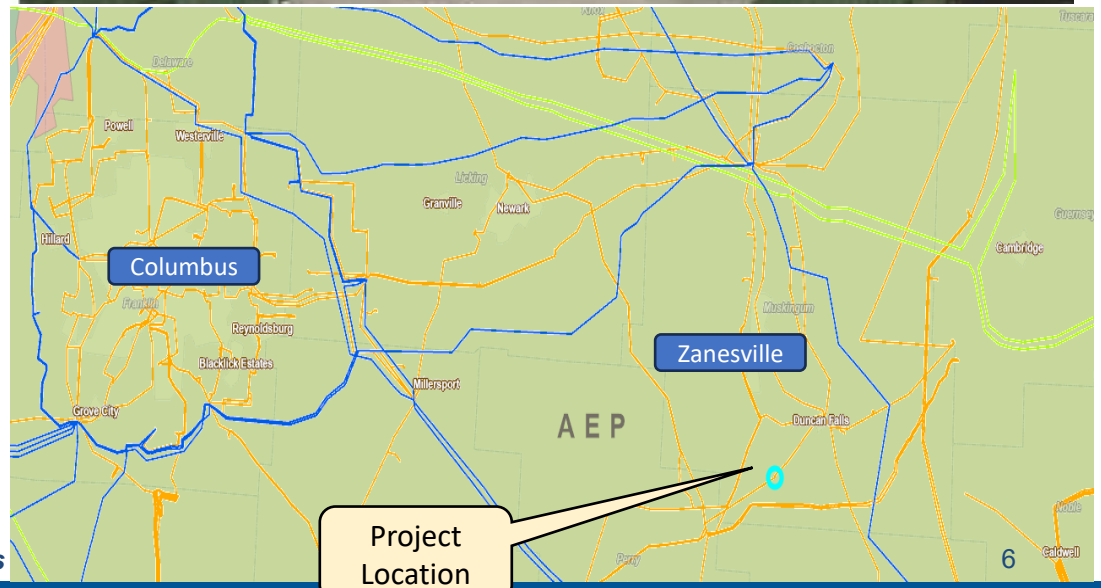




Chandlersville Community Power

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





Columbus Community Power

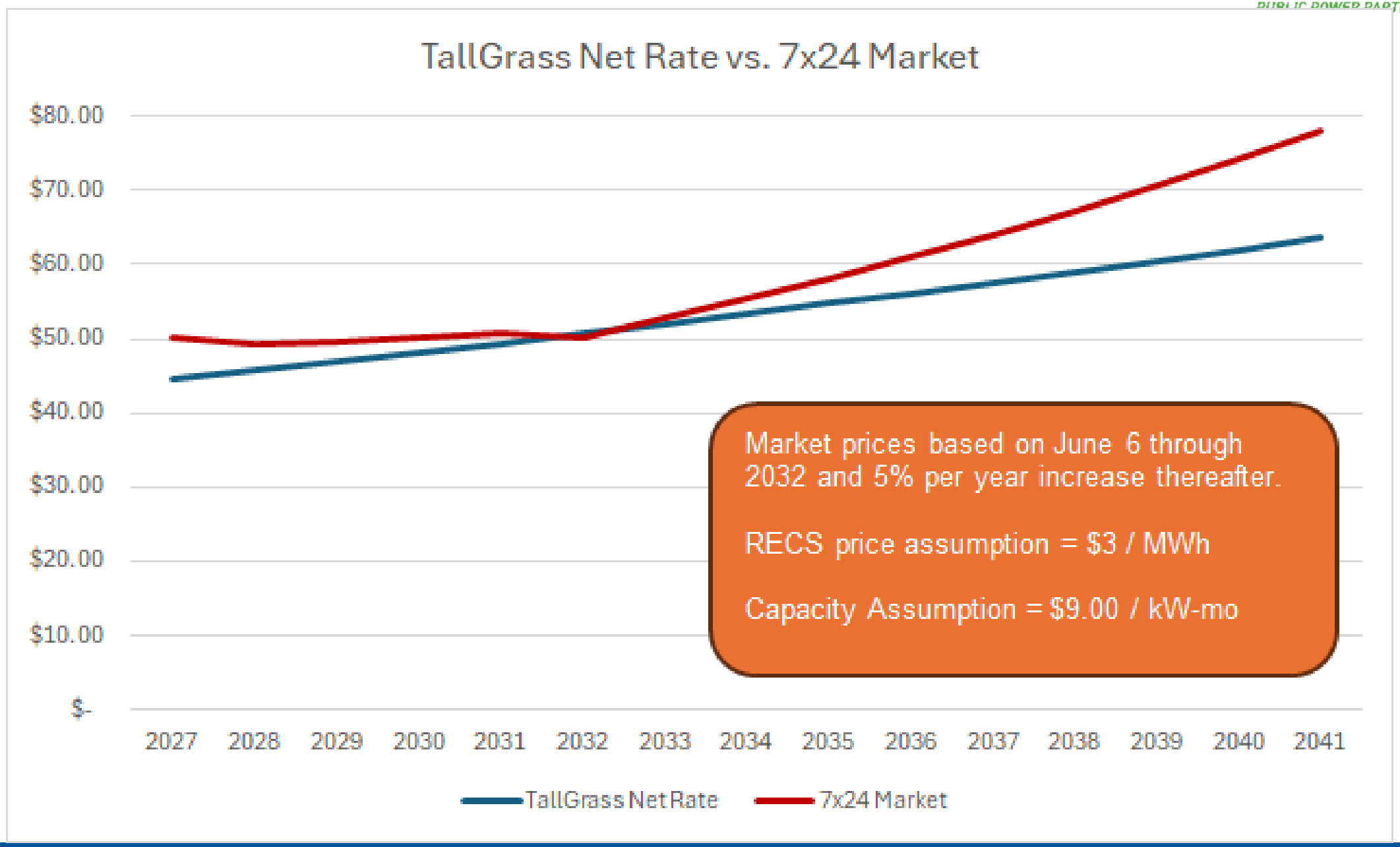
- 12.9 MW Waste Heat to Power
- Located in Pickaway County, Ohio
- Connected to South Central Power 69kV distribution with wheeling agreement to deliver to AMP PJM interface (AEP 138kV – Lockbourne Station)
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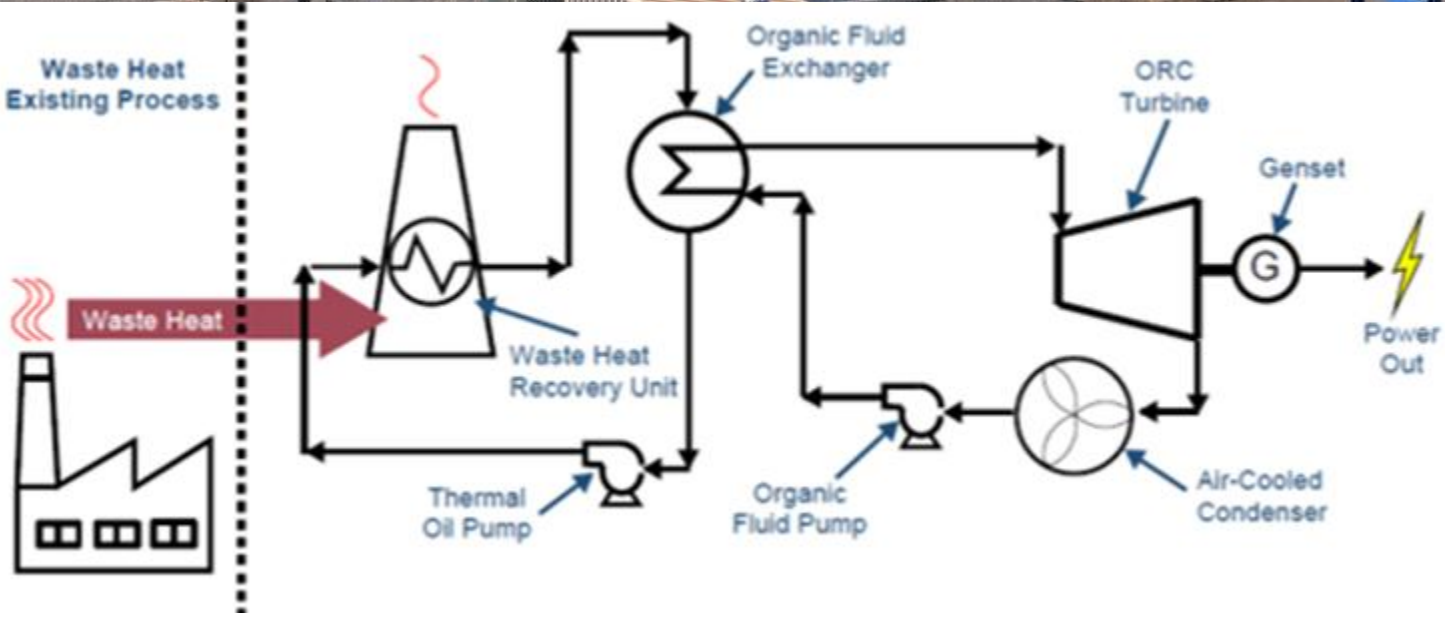
PJM Installed Capacity

- Assumed $9.00 / kW-mo or $9,000 / MW per month
  - $108,000 per 1 MW per year
- PJM effective load carrying capability (ELCC) expected at 91%
  - $98,681 per each MW per year
- Effective Capacity Value
  - $98,681 x 22.74 MW = $2,244,000 per year
  - Divided by 187,000 MWh
  - = $12 / MWh


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

AMP Waste Heat Recovery Power Purchase Agreement (PPA)





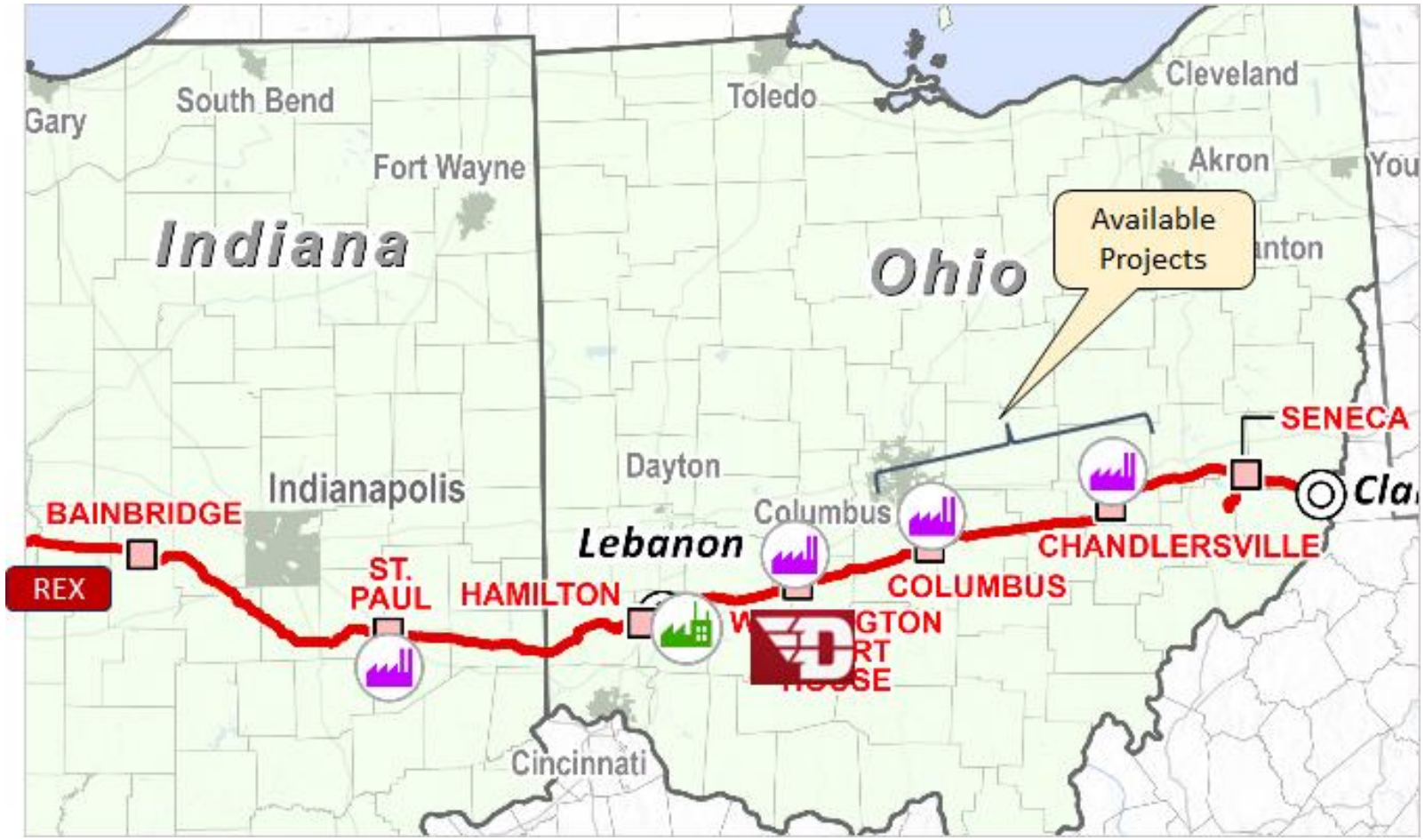
June 2025

AMP™
PUBLIC POWER PARTNERS

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Waste Heat to Power Overview

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



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Waste Heat to Power PPAs

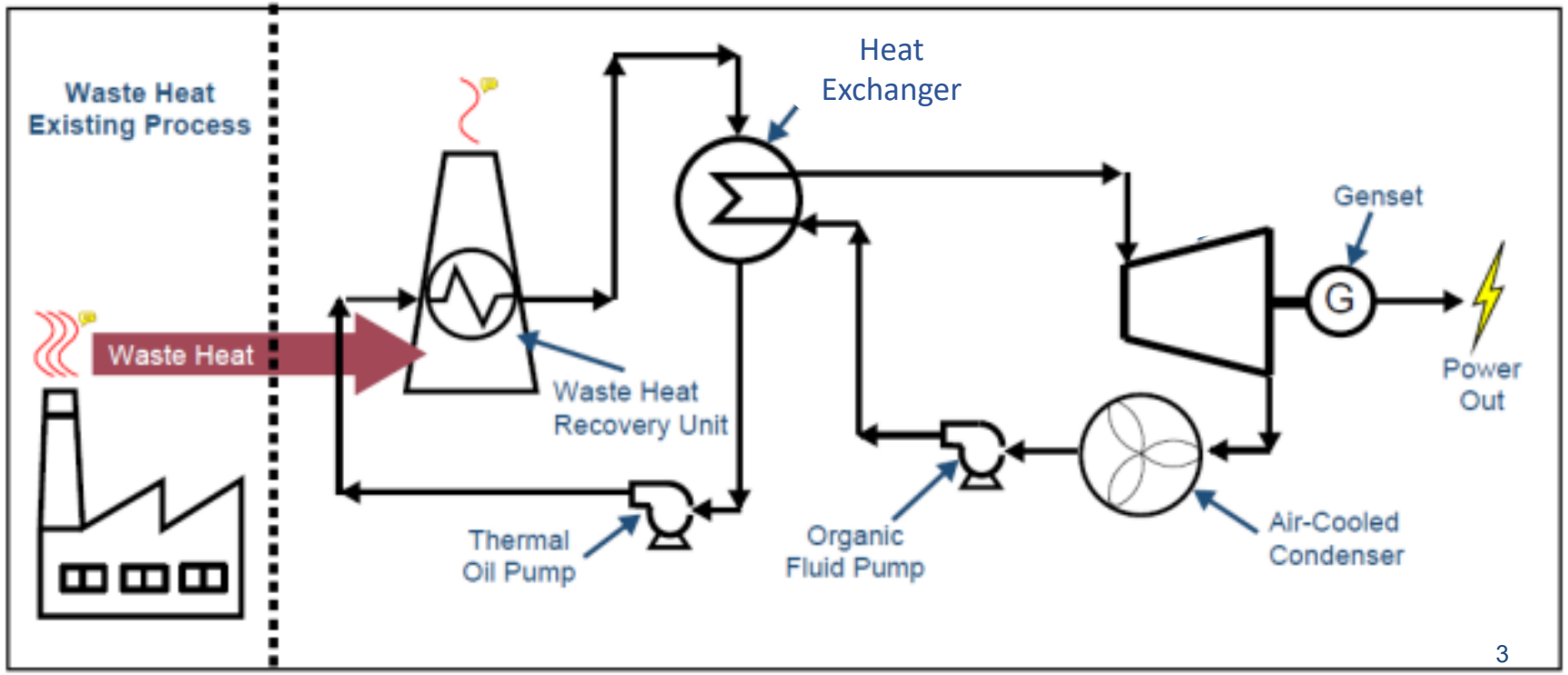
- Tallgrass offering two waste heat to power projects in Ohio [Chandlersville/Philo (Muskingum County) and Ashville/Columbus (Pickaway County)], totaling 22.74 MW.

- 16-year term from January 2027 through 2042.

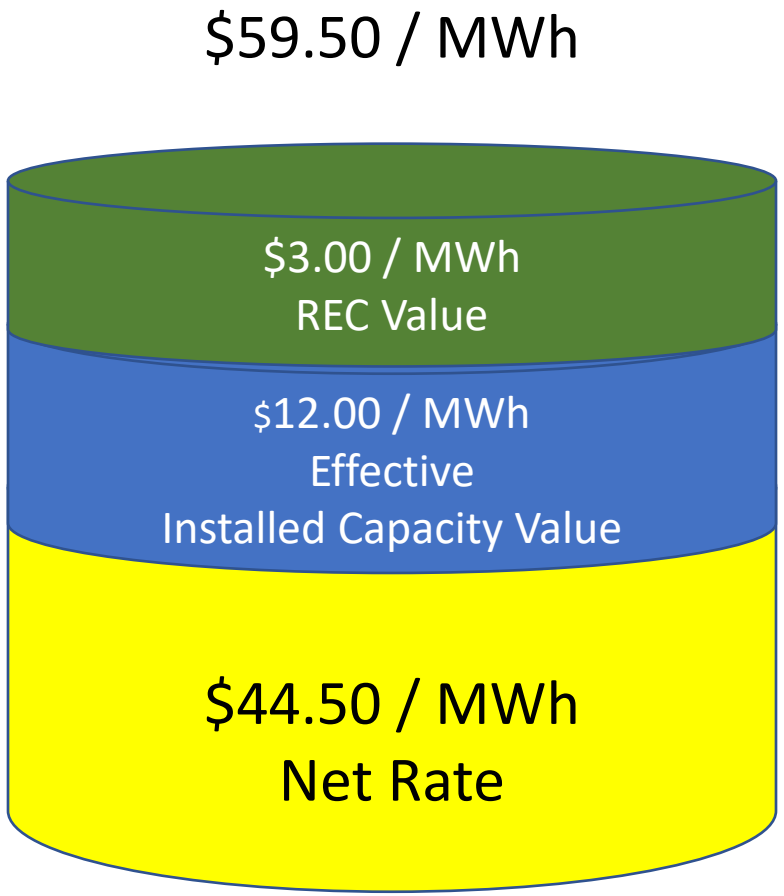
- PPA similar to other Wind, Landfill and Solar PPAs. AMP will not own the facility. We will only pay supplier for energy produced.

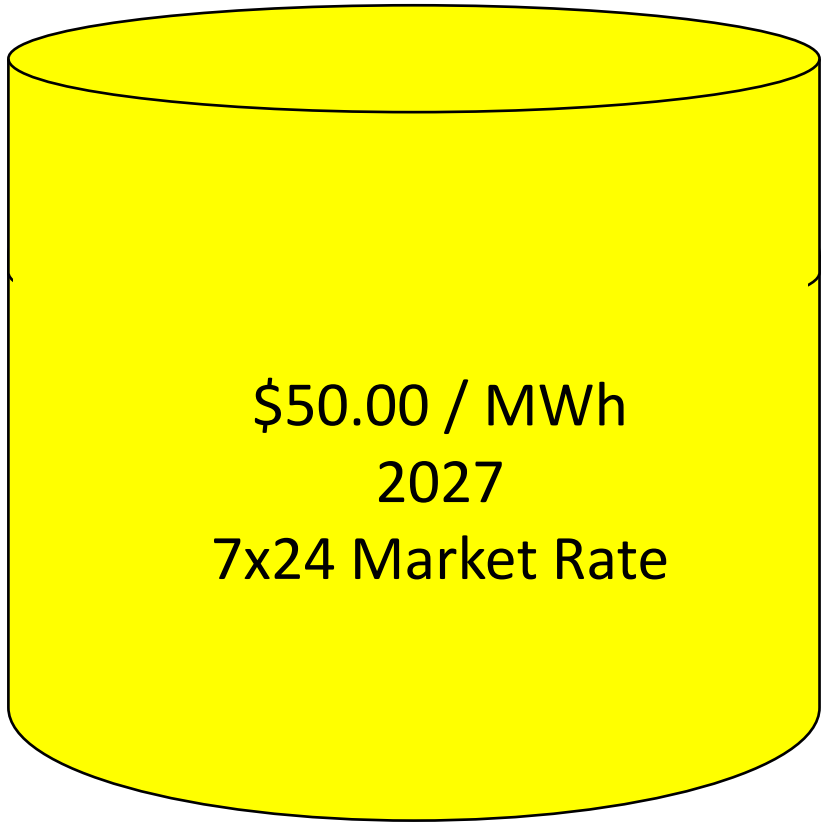
- 2027 price of $59.50/MWh.
- (Escalating 2% annually)

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

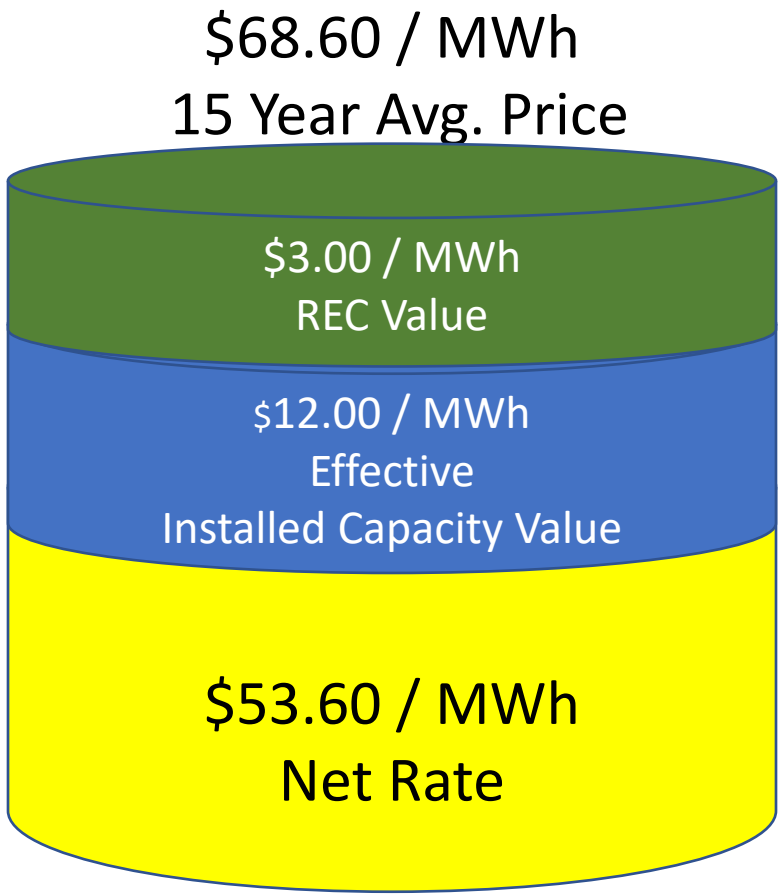


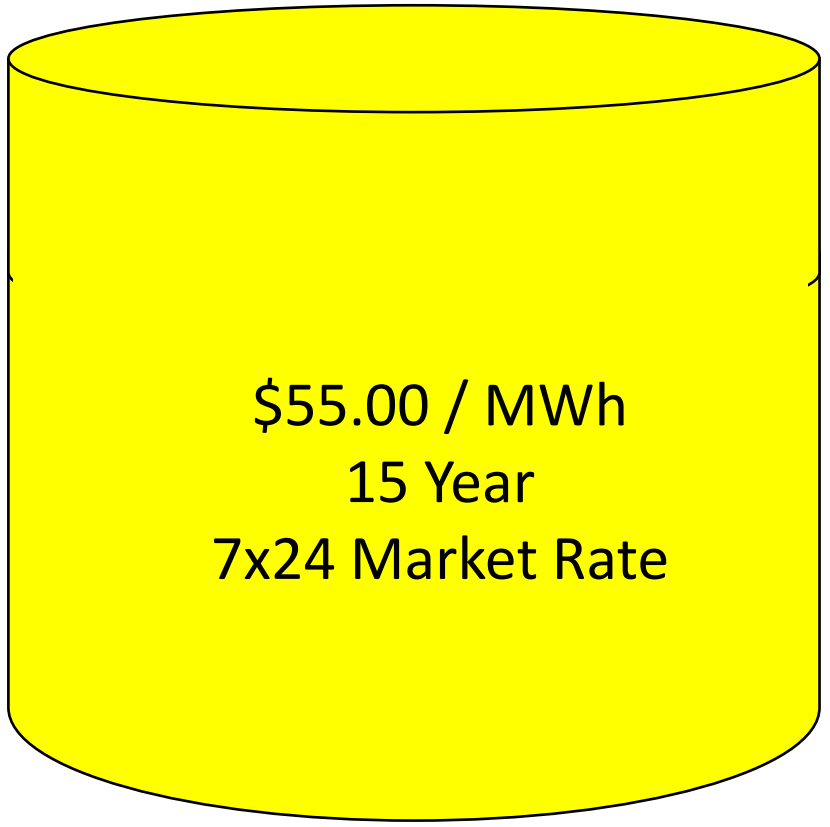
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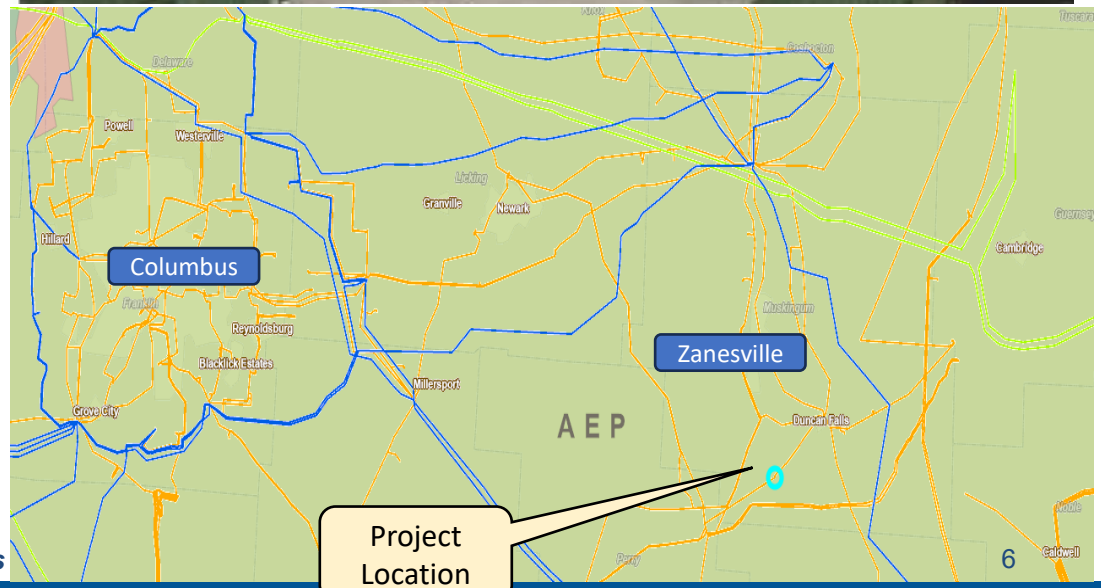




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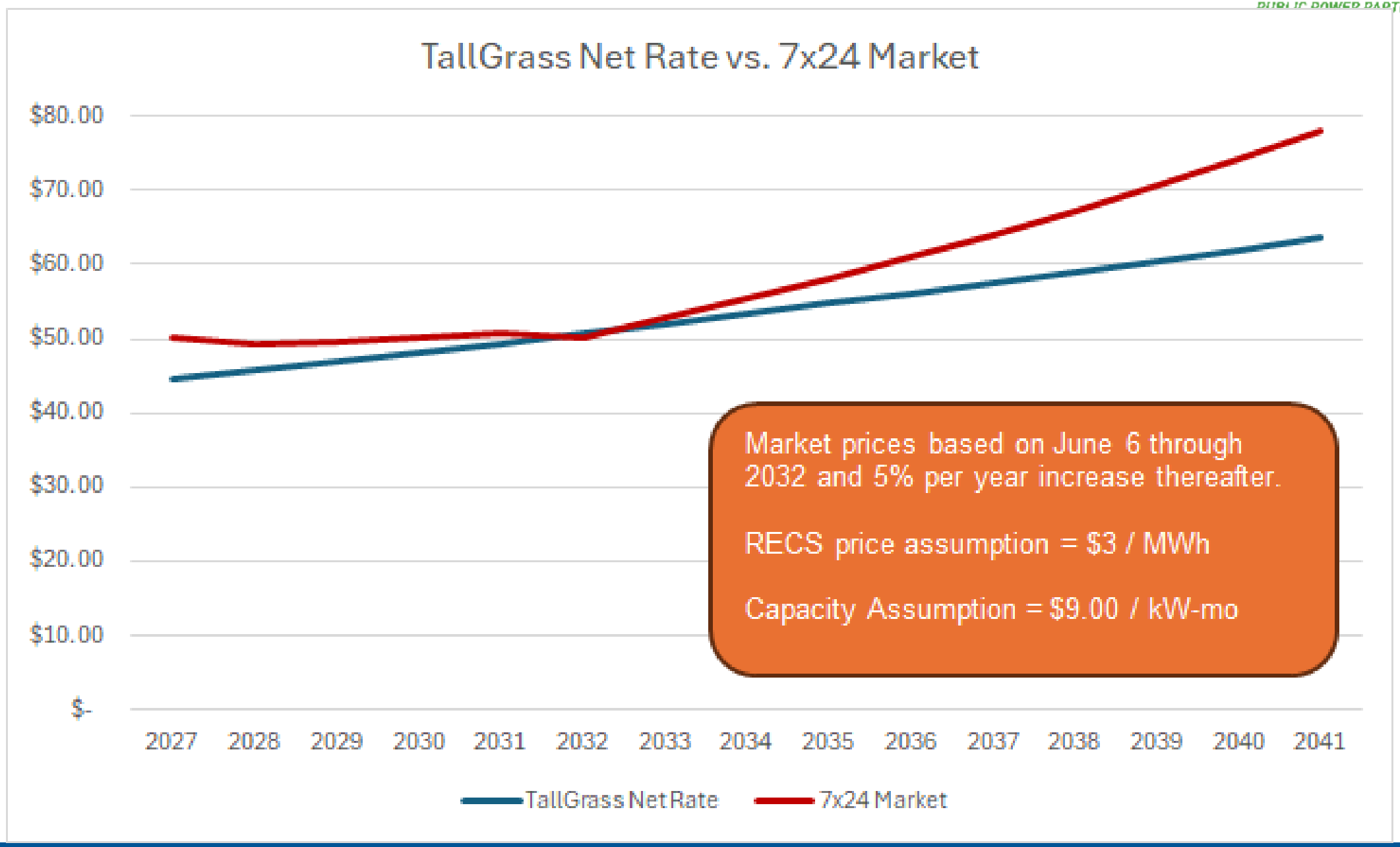
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TALLGRASS COLUMBUS COMMUNITY POWER, LLC
POWER PURCHASE AGREEMENT

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

WITNESSETH

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

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

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

NOW THEREFORE, Seller and Buyer agree:

ARTICLE 1
DEFINITIONS

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

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1.10. **Effective Date** means May 22, 2025.
1.11. **Electric Energy** means the electric energy expressed in MWhs (or kWhs) of the character that passes through transformers and transmission wires where it eventually becomes alternating current, sixty (60) hertz electric energy delivered at nominal voltage.
1.12. **Environmental Attributes** means environmental characteristics that are attributable to the Electric Energy produced by the Facility, including: environmental attributes, or credits; credits towards achieving local, national or international renewable portfolio standards; green tags; renewable energy credits; greenhouse gas or emissions reductions, credits, offsets, allowances or benefits; actual SO2, NOx, CO2, CO, Carbon, VOC, PM_{10}, mercury, and other emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Electric Energy from the Facility. Such Environmental Attributes shall be expressed in megawatt hours (MWh) or, as applicable in the case of emissions credits, in tonne equivalent or other allowance measurement. Environmental Attributes do not include Tax Benefits or Electric Energy. As used herein, "Environmental Attributes" shall mean all Environmental Attributes, if any, existing as of the Effective Date or in the future during the term of this Agreement pursuant to any applicable law, regulation, voluntary regime, or otherwise, and that may be conveyed, and measured, verified or calculated, resulting from the Electric Energy generated by the Facility.
1.13. **Extended Term** shall have the meaning set forth in Article 3.1.
1.14. **Facility** means the waste heat to power project located at 1472 Ett Noecker Road, Ashville, Ohio.
1.15. **Force Majeure** means an earthquake, storm, lightning, flood, tsunami, backwater caused by flood, fire, explosion, act of the public enemy, epidemic, interruption of firm transmission or distribution system services relied upon and without a reasonable source of substitution to make deliveries hereunder, acts of God, war, riot, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, the denial, suspension, expiration or termination or delay in obtaining any permit required in order to construct or operate the Facility, or any related site, the adoption of any change in any federal, state or local law, permit, license or approval applicable to the Facility or any related site, or the imposition of any material conditions on the issuance or renewal of any permit, license or approval that materially adversely affects the operation of the Facility or other similar causes beyond the control of the Party affected which causes such Party could not have avoided by exercise of due diligence and reasonable care. Nothing contained herein shall be construed to require a Party to settle any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved or to take an appeal from any judicial, regulatory or administrative action.
1.16. **GCOD** is defined in Article 3.2.
1.17. **GCOD Damage Cap** means two million dollars ($2,000,000).
1.18. **Interest Rate** means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which it is published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.
1.19. **Initial Term** shall have the meaning set forth in Article 3.1.
1.20. **Investment Grade** means a rating by Moody's at or above Baa3, a rating by S&P at or above BBB-, or a rating by Fitch at or above BB-.
1.21. **Maximum Contract Quantity** shall be12,900 kW.
1.22. **Member(s)** means any of the municipal utilities that are Buyer's members and that purchase wholesale energy from Buyer.
1.23. **Metering Equipment** shall have the meaning set forth in Article 6.1 hereof.
1.24. **PJM** means PJM Interconnection LLC, a regional transmission organization.

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

ARTICLE 2
TRANSMISSION SERVICE AND COSTS, CHARGES AND EXPENSES

2.1. **Dependence on Member Agreements.**

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

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

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

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

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ARTICLE 3
TERM

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

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

ARTICLE 4
SCHEDULING

4.1 **Energy Scheduling.**

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

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

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

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

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ARTICLE 5
PURCHASE AND SALE AND CREDIT

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

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

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

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

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

5.6 **PJM Ancillary Services.** Buyer's purchase of Products shall entitle Buyer to any and all value and benefits attributable to or associated with such purchase under the PJM Agreements,

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including any credits or reductions in charges or obligations for capacity, energy, transmission, ancillary services, operating reserves or other services, that result from or that are attributable to Buyer's receipt of Products into its system.

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

ARTICLE 6
METERING EQUIPMENT

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

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

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

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

ARTICLE 7
PRICE, BILLING AND PAYMENTS AND RECORDS

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

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

7.3 **Payments.**

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

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

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

ARTICLE 8
RELATIVE RESPONSIBILITIES; FORCE MAJEURE

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

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

8.3 **Force Majeure.**

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

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

ARTICLE 9
DEFAULT AND TERMINATION OF AGREEMENT

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

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

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

(c) A Party:

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

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

(iii) becomes insolvent; or

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

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

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

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

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

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through its facilities, except to the extent such injury or damage results from the negligence or willful misconduct of the Indemnified Party, its agents, servants, or employees.

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

ARTICLE 10
TAXES

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

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

ARTICLE 11
WAIVERS

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

ARTICLE 12
ASSIGNMENT OF AGREEMENT

12.1 Assignment of Agreement.

(a) This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. This Agreement shall not be assigned to a third person by a Party without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the need for further consent, (a) transfer or assign this Agreement as security for loans or advances secured by a mortgage on all or substantially all of the assets of such Party or (b) transfer or assign this Agreement to any person succeeding to all or substantially all of the assets of such Party utilized in connection with the performance of such Party's obligations under this Agreement, whether by

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merger or otherwise, so long as such person (x) shall, as a part of such succession, have assumed all of the obligations of the transferor under this Agreement and (y) has a credit rating equivalent to or greater than assignor. In addition, Seller may assign this Agreement to any affiliate without the consent of Buyer. Any assignment that requires the consent of the other party but which is made without the required consent shall be void and of no effect against the non-consenting Party.

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

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

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

ARTICLE 13
MISCELLANEOUS

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

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

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

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

13.5 Severability. In the event that any of the terms, covenants, or conditions of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or

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conditions of this Agreement and their application; shall not be affected thereby, but shall remain in full force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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Tallgrass Columbus Community Power, LLC

DocuSigned by:
Justin Campbell
042958407E0E4AF...

By:_____

APPROVED AS TO FORM:

By:_____

AMERICAN MUNICIPAL POWER, INC.

DocuSigned by:
Pam Sullivan
E423FF7AA816413...

By:_____

APPROVED AS TO FORM:

By:_____

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EXHIBIT A
RATE SCHEDULE

Contract Price:

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

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

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EXHIBIT B
DELIVERY POINT LMP

The Delivery Point pursuant to Section 1.9 shall be the

_____LMP

_____PJM PNode ID

REGULAR COUNCIL MEETING
CONSENT AGENDA STATEMENT

Meeting Date: July 28, 2025 **Item# 10D**

Agenda Item: Reappointment of Planning Commission Member

Summary: Council is requested to reappoint a member to the Planning Commission for a 4-year term beginning August 31, 2025 and ending August 31, 2029

Budget/Funding: None

Meetings: Work Session held July 7, 2025

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

Proposed Motion: I move that Council reappoint Andrew Brooks to the Planning Commission to a 4-year term beginning August 31, 2025 and ending August 31, 2029

Moved _____ ***Seconded*** _____

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

CLOSED MEETING
AGENDA STATEMENT

Meeting Date: July 28, 2025 Item# 12

MOTION ON TO GO INTO CLOSED MEETING

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

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

1) pursuant to Section 2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, more specifically, a portion of the Peyton Street Parking Area, and,

2) pursuant to Section 2.2-3711(A)(8) of the Code of Virginia, for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, more specifically, the insolvency and disposition of assets of the Industrial Development Authority of the Town of Front Royal and the County of Warren, Virginia.

Motion to Certify Closed Meeting at its Conclusion

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

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

Moved _____ ***Seconded*** _____

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