



TOWN OF FRONT ROYAL, VIRGINIA TOWN COUNCIL MEETING

Monday, August 24, 2015 @ 7:00pm

Warren County Government Center

1. Pledge of Allegiance
2. Moment of Silence
3. Roll Call
4. Approval of the Regular Council Meeting minutes of August 10, 2015
5. Receipt of Petitions and/or Correspondence from the Public
6. Reports:
 - a. Report of special committees or Town officials and Town Manager.
 [1] Report from Economic Development Authority Executive Director Jennifer McDonald
 - b. Requests and inquiries of Council members.
 - c. Report of the Mayor
 - d. Proposals for addition/deletion of items to the Agenda.
7. **CONSENT AGENDA ITEMS** – **(ROLL CALL VOTE REQUIRED)**
 - A. COUNCIL APPROVAL – Resolution for Urban Archery Program
 - B. COUNCIL APPROVAL – Donation of Electric Vehicle DC Fast Charger
 - C. COUNCIL APPROVAL – Power of Partnership Alliance Request to Release Funds
8. **COUNCIL APPROVAL** – Budget Amendment and Award of Contract for Energy Services Vehicle Storage Building
9. **COUNCIL APPROVAL** – Comcast Pole Attachment Agreement
10. **COUNCIL APPROVAL** – Resolution for Advanced Notice of Road Closure by Norfolk & Southern Corporation

7A



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(A)

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Resolution for Urban Archery Program

Summary: Council is requested to consider adoption of a resolution authorizing the Town Manager to submit a letter to the Virginia Department of Game & Inland Fisheries (VDGIF) requesting that the Town be allowed to participate in the Urban Archery Program in 2016. The resolution further directs staff to develop the Ordinance Amendment necessary to permit archery for the purposes of the Urban Archery Program with certain restrictions allowed by VDGIF.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held August 17, 2015

Staff

Recommendation: Approval X Denial

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

Proposed Motion: I move the Town Council approve a resolution to pursue implementing the Virginia Department of Game and inland Fisheries (VDGIF) Urban Archery Program as presented authorizing the Town Manager to submit a letter requesting the Town's participation in the program and submission of all necessary applications and supporting materials thereto. I further move that Council direct staff to develop a draft Ordinance Amendment to permit archery for the purposes of implementation of the Urban Archery Program with certain restrictions allowed by VDGIF.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB



Town of Front Royal, Virginia



RESOLUTION
AUTHORIZATION TO REQUEST
URBAN ARCHERY PROGRAM

WHEREAS, the Town of Front Royal has been conducting a deer management program through the Virginia Department of Game and Inland Fisheries (DGIF) Deer Population Control Program (DPOP); and,

WHEREAS, DGIF has stated that the DPOP program has been successful in reducing the deer population in the Town and that the Town must now transition to the Urban Archery Program to be consistent with current regulations; and,

WHEREAS, the Urban Archery Program will allow the Town to continue a deer population management program and offer the Town the opportunity to establish regulation of archery associated with the program to promote safety in our urban environment.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby authorize and direct the Town Manager to submit the proper letter requesting the Town's participation in the Urban Archery Program and authorize the Town Manager to submit all necessary applications and supporting materials associated with participation in the Urban Archery Program; and,

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Front Royal, Virginia hereby requests that the staff develop a draft Ordinance Amendment to permit implementation and operation of the Urban Archery Program within the Town limits to include draft regulations : archery prohibited within a set distance from of an occupied building, street, sidewalk, alley, or roadway; hunting on parcel or combination of parcels of at least one (1) acre in size within signed approval of the property owners submitted to the Town; hunting from an elevated position above the ground except for archery practice; there shall be no use of dogs to hunt deer; Urban Archery shall only occur during the hunting season established by the Commonwealth of Virginia; permission shall be obtained to pursue a wounded deer upon the land of neighboring properties; and removal/disposal of deer carcasses shall be the responsibility of the hunter in a prompt manner.

Adopted this 24th day of August, 2015

APPROVED:

Timothy W. Darr, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia
Town Council on _____ 2015, upon the following recorded vote:

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

Approved as to Form and Legality:

Douglas W. Napier, Esq., Town Attorney

Date: _____

7B



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(B)

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Donation of an Electric Vehicle DC Fast Charger

Summary: Council is requested to consider the approval and authorization of the Notice to Proceed with MorteZ Consulting for the donation of an Electric Vehicle DC Fast Charger to be placed near the Visitors Center located at 414 E Main Street as presented, that also include the cost of a four-year Enterprise License Fee of \$600.00.

Budget/Funding: 9401-3005 Energy Services (Maint contracts)

Attachments: Notice to Proceed and Subscription Agreement

Meetings: Work Sessions held July 6, August 3 and August 17, 2015

Staff Recommendation: Approval X Denial

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 authorize the Notice to Proceed with MorteZ Consulting for the donation of an Electric Vehicle DC Fast Charger to be placed near the Visitors Center located at 414 E Main Street and the four-year Enterprise License Fee of \$600.00, as presented.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB

NISSAN NORTH AMERICA
EV ADVANTAGE PROGRAM

TOWN OF
FRONT ROYAL
DCFC PROJECT

NOTICE TO PROCEED

414 East Main Street, Front Royal VA 22630

12 June, 2015

The logo for Moretzconsulting features a stylized green icon of three vertical bars of varying heights to the left of the company name. The word "Moretz" is in a bold, green, sans-serif font, and "consulting" is in a smaller, black, sans-serif font.

CONFIDENTIAL

Scott Moretz, PMP
Owner
Moretz Consulting
557 Fox Trot
Clayton, GA 30525



Friday 12 June, 2015

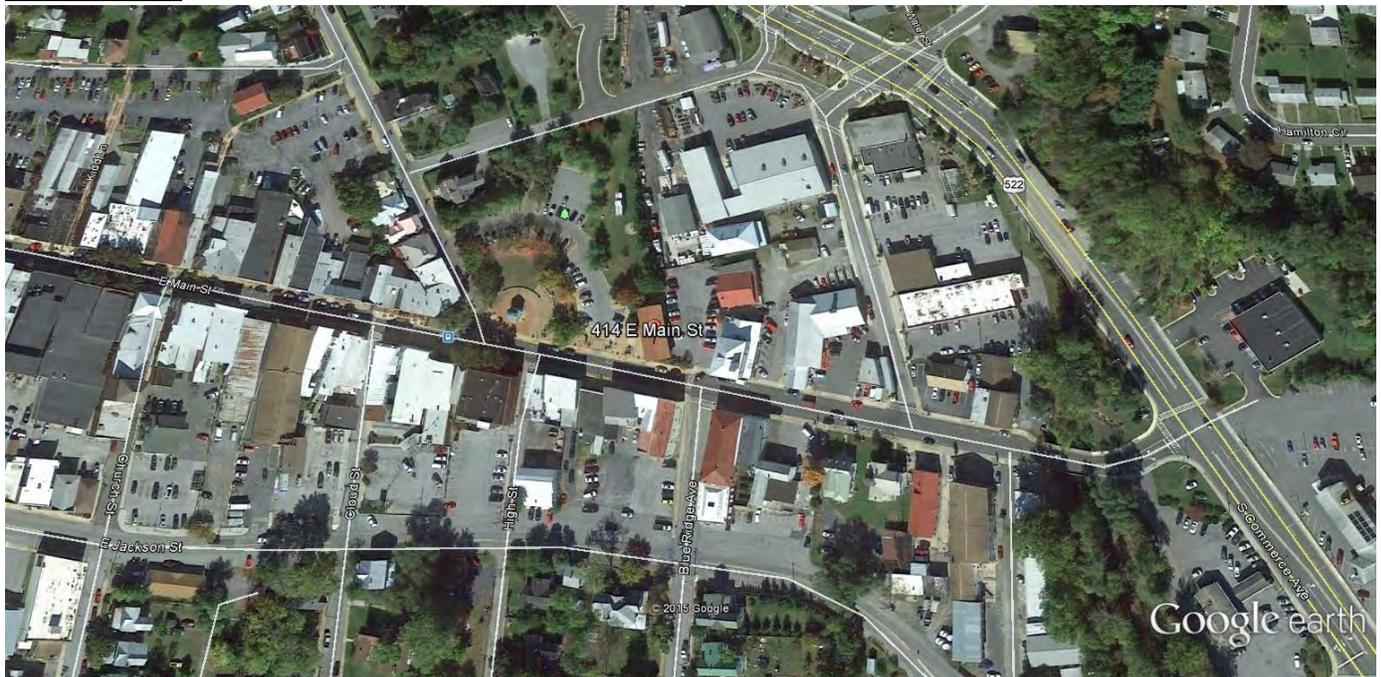
Joseph Waltz
Director of Energy Resources
Town of Front Royal, Virginia

Dear Joseph,

This documents serves as the Notice to Proceed to be executed by the Town of Front Royal (COMPANY), as of the Effective Date of 12 June, 2015 for the Town of Front Royal DCFC Project. With the execution of this document by The Town of Front Royal, Moretz Consulting will start the equipment acquisition process with Nissan North America (SELLER) in accordance with the EV Advantage Program.

Project Scope Statement: The Town of Front Royal has qualified for all equipment incentives proposed under the Nissan EV Advantage Program to include the receipt and installation of one (1) *Signet FC50K-CC DCFC (208 3 Phase – 200 AMP)*.

Project Location:

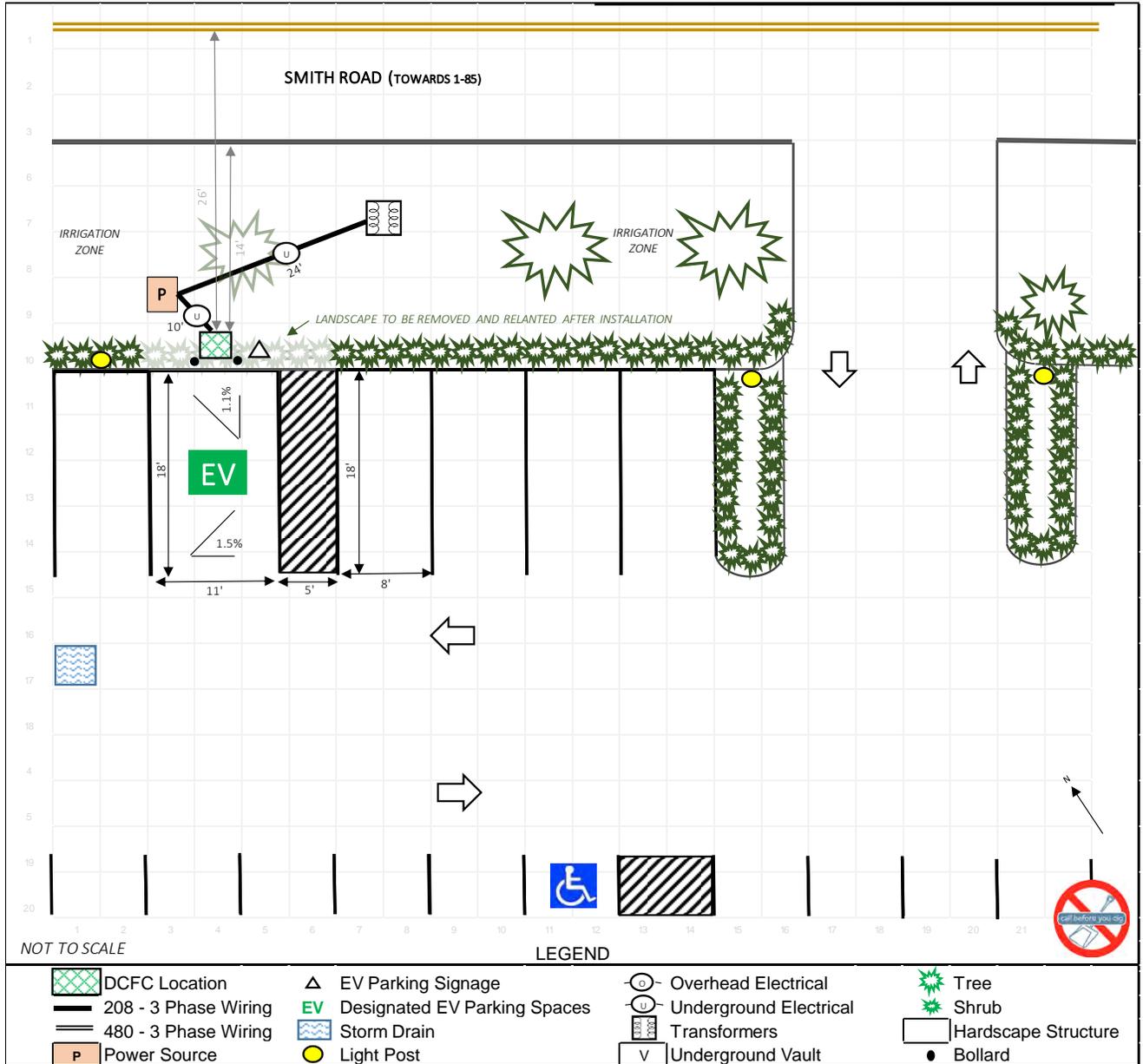


* Installation of the **50kW – 208 3 Phase DCFC** at the 414 East Main Street site will be completed by the Town of Front Royal. A Final Site plan will need to be presented to Moretz Consulting for review prior to installation. This Site Plan will outline the proposed DCFC location, Power Source, all storm drains in the vicinity of the DCFC location and any other hardscape items the will need to be removed or installed as part of the Town of Front Royal DCFC Installation Project. An example Site Assessment is provided on Page 3.

CONFIDENTIAL

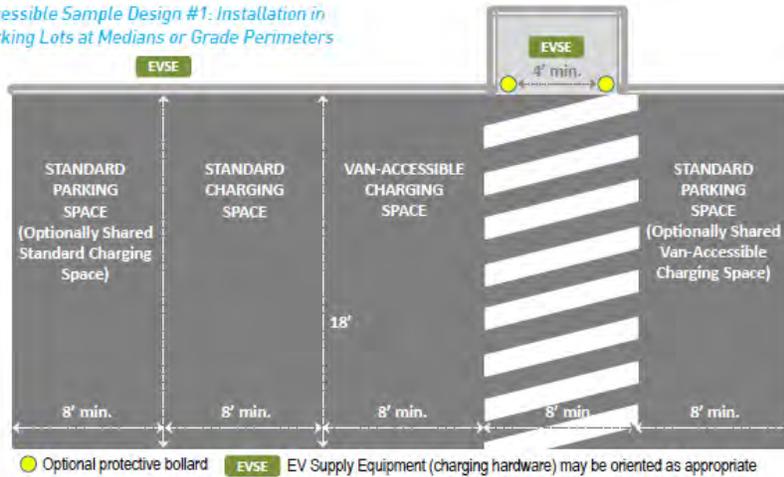
Site Plan: Below is an example Site Plan for your use. Given the level of financial commitment by Nissan North America to provide this equipment to the Town of Front Royal, it is only reasonable practice to review this final site layout prior to installation. Upon receipt of the Final Site Plan, Moretz Consulting will review and approve for installation. A field drawing (hand drawn) with correct markings and identification will suffice.

EXAMPLE SITE PLAN

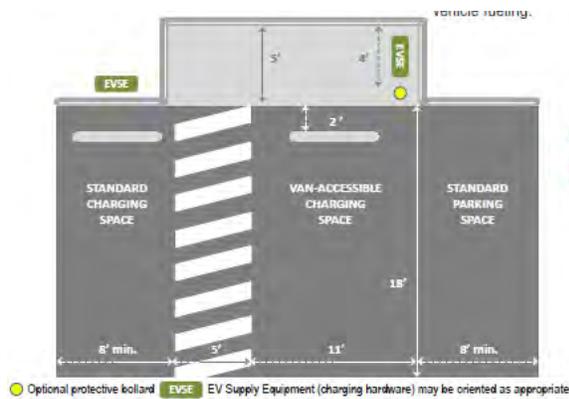


DCFC Placement and Parking Space Examples: Provided below are examples of DCFC placement and parking space striping for your use. While there are no set standards for marking the spaces, it is encouraged to account for ADA compliance when installing. As part of this NTP, Moretz Consulting will assist in the placement of the DCFC if requested. The DCFC is shipped with a template to be used by Site Host for pad design and DCFC connection via anchor bolts.

Accessible Sample Design #1: Installation in Parking Lots at Medians or Grade Perimeters



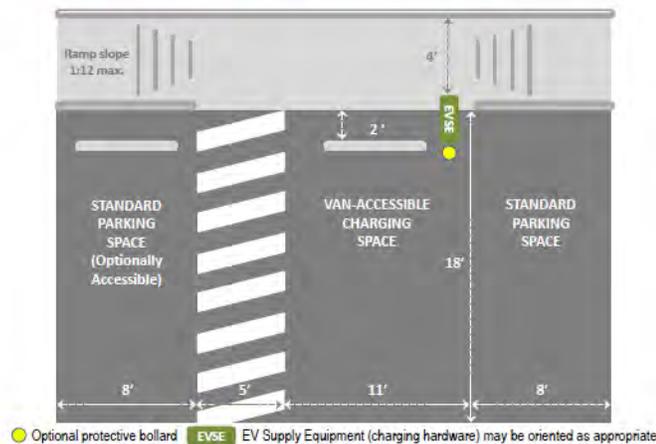
NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 2.



Accessible Sample Design #2: Installation in Parking Lots at Medians or Grade Perimeters

NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 3.

Accessible Sample Design #3: Installation in Parking Lots at Sidewalk Boundaries



NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 4.



SIGNET SYSTEMS INC.

Electric Vehicle Charging Infrastructure Solutions

DC Fast Chargers

Multi-standard 50kW fast charger - for both CHAdeMO & SAE Combo standards



*ADA Compliant

Type		CHAdeMO + SAE Combo	
Model		FC50K-CC-S	
Mechanical Max. Size, Weight		680D*780.4W*1129H (mm) * ADA Compliant	
AC Input	Voltage	3phase 4wire, AC 380 ~ 480V (Standard) 3phase 3wire, AC 208 ~ 280V (Optional)	
	Frequency	50/60 HZ	
	Power Factor	over 0.95	
	Amperage Requirement for 50kW output	3phase 3wire 208V 154.39 A	3phase 3wire 480V 66.90 A
DC Output	Max. Voltage	500 Vdc	
	Max. Current	125 Adc	
	Max. Power	50 KW	
Operating Temperature		-25°C to +40°C	
Protective Function		Reverse polarity protection Short circuit protection Over temperature protection Over-voltage / Under-voltage protection Ground fault detection	
BMS Communication		CAN2.0A/B [CHAdeMO] PLC [SAE Combo]	
Protocol		CHAdeMO protocol Ver0.9 [CHAdeMO] SAE J1772 (IEC 15118) [SAE Combo]	
Cooling		Cooling Fans	
Compliance and Safety		CE, CHAdeMO, KS, cMETus (MET Listed to UL Standards)	
Display	LCD	7 inch Touch Screen	
	LED	3 Color LED lights - status indicator	
User Recognition		RFID card	
Option	Billing	Credit card billing system	
	Communication	Data collection, Monitoring and Control (using CDMA or TCP/IP - depends on region) Compliant with Open Charge Point Protocol	
Connection	Input	1KV50SQ/4C	
	Output	JEVS G105 [CHAdeMO] J1772 [SAE Combo]	



Full DCFC Specification Sheet is located in Appendix A.
DCFC Installation Manual Located in Appendix D.

Greenlots Payment Management Software: To better serve Site Host participating in the Nissan EV Advantage Program, it is strongly requested that a Greenlots membership be purchased. This membership provides the Site Host with a number of services outlined below, of which the most important is **24/7 technical support**.

The Greenlots SKY Network Management Platform is a web-based EVSE management solution built on open standards. It allows site hosts to manage their charge stations from the web browser of any computer. SKY enables convenient and innovative features such as real-time EVSE status, charging data logging the ability to charge users a fee for charging their vehicles.

Credit card payments via smartphone app and RFID cards: The smartphone app (available on iOS and Android) allows the user to pay with any major credit card. Users may also look up the EVSE status before arriving at the station. The user just has to download the app on his smartphone, identify the EVSE via QR code or serial number and enter his credit card details to start a charge. No credit card is needed if there is no fee to use the EVSE. The SKY platform also supports RFID or transit card based access and payments using prepaid value. Through our smartphone app or our secure web portal, users are able to check and top-up their prepaid balance at any time.

Transaction and Charging Data Reporting: SKY records usage and meter data for every charging transaction on every EVSE. The data collected is as follows:

- Unique ID of the reporting EVSE (one ID per charging port)
- Unique transaction ID for each plug-in / unplug or charging session
- Unique ID for each user – either via RFID, from smartphone app or via credit card
- Start and end charge timestamps (1 minute resolution)
- Total kWh per charge session (up to 10Wh resolution)
- Total fee per charge session
- Historical log of all faults or errors

Flexible Pricing, Access Control and Remote Control: The operator is able to set different pricing for the EVSE based on a time of use (TOU) schedule for peak, mid-peak or off-peak hours, weekdays and weekends or based on the cost of electricity. Access may be restricted to certain groups of users or a group of user (e.g.: marketing team employees) may enjoy free charging while everyone else pays the standard fee and vice-versa. The operator may remotely start or stop a charge session, enable or disable the EVSE for use. Administrator level access can be created with full access to charge session reports and remote functions. Restricted operator access (view only) is also supported. In addition to the above, SKY calculates and present data such as average number of users per day, average duration of charging and comparison of daily usage trends. All data can be downloaded in a csv format. **See Appendix B for more information and Greenlots Service Agreement.**

GREENLOTS NETWORKED DC FAST CHARGE STATION FOR NISSAN		
Greenlots SKY		
• 24/7 Customer Care	• Verizon Mobile Connection	
• Flexible Price Engine	• On Line Commissioning	
• Downloadable Usage Reports	• Peak Usage Analysis	
• Real Time Status	• Remote Troubleshooting	
• Error Tracking	• 24/7 Driver Technical Support	
• OCPP Enabled	• Mobile App / RFID Payment Processing	
• Rate Structure Development	• Pro-active fault monitoring and alarm notification	
Nissan FY 2015 Preferred Network Pricing for DC Fast Charging		
	2 Year	4 Year
ENTERPRISE LICENSE	\$400.00	\$600.00
	Transaction Fees	
Transaction Fees (includes Credit Card Processing) 5.0%, with a minimum of \$0.50 per transaction		
* when charge station is set to free, no transaction fees are charged		

Project Budget:

Front Royal DCFC							
Project Number: 2015.02.01 Project Name: Front Royal DCFC Project Location: 414 East Main Street Front Royal, VA 22630 Project Owner: Town of Front Royal Project Owner Representative: Joseph Waltz Office Phone: 540.635.3027 Email: jwaltz@frontroyalva.com				 			
PROPOSAL AND SITE INFORMATION				EQUIPMENT SPECIFICATION			
Project Status: Proposal Proposal Type: Nissan EV Advantage Market: Virginia				EQUIPMENT TYPE	MANUFACTURE	QTY	
				DCFC - 208 3 PHASE	Signet	1	
PROJECT STAKEHOLDER INFORMATION							
STAKEHOLDERS	TEAM MEMBER	NAME	ORGANIZATION	OFFICE #	MOBILE #	EMAIL ADDRESS	
	Project Owner Representative:	Joseph Waltz	Town of Front Royal	540.635.3027	0	jwaltz@frontroyalva.com	
	Program Manager:	Scott Moretz, PMP	Moretz Consulting	N/A	678.936.5065	scottmoretz@moretzconsulting.com	
	Project Engineer:	Jason Hurst, PE	Columbia Engineering	770.925.0357	770.330.5982	jhurst@columbia-engineering.com	
	Utility Representative:	Joseph Waltz	Town of Front Royal	540.635.3027		jwaltz@frontroyalva.com	
	Project Electrician:	TBD	Town of Front Royal				
	Nissan Representative:	Anthony Lambkin	Nissan North America	615.725.0788		anthony.lambkin@nissan-usa.com	
	Equipment Representative:	Jerry Reich	GPT	937.546.6141	480.772.4227	jreich@gpotechnology.com	
	Greenlots Representative:	Jennifer Miller	Greenlots	415.254.2654		jennifer@greenlots.com	
		Virginia Clean Cities	VA Clean Cities	540.246.8212	540.568.4051	mwade@vacleancities.org	
NISSAN EV ADVANTAGE PROGRAM	ITEM #	QTY	DESCRIPTION	EQUIPMENT TYPE	MANUFACTURE / FIRM	UNIT PRICE	COST
	1	1	DC Fast Charger	DCFC - 208 3 PHASE	Signet	\$28,000.00	\$0.00
	2	1	Dual Arm Combo Connector	n/a	Signet	\$5,000.00	\$0.00
	3	1	Greenlots Software & Support Services ^	OTHER	Greenlots	\$600.00	\$600.00
	4	1	Greenlots Payment Program	OTHER	Greenlots	\$2,500.00	\$0.00
	5	1	Project Initiation	n/a	Moretz Consulting	\$950.00	\$0.00
	6	1	Project Planning	n/a	Moretz Consulting	\$390.00	\$0.00
	7	1	Project Execution	n/a	Moretz Consulting	\$390.00	\$0.00
	8	1	Project Controlling	n/a	Moretz Consulting	\$390.00	\$0.00
	9	1	Project Close-Out / Admin	n/a	Moretz Consulting	\$380.00	\$0.00
ADDITIONAL EQUIPMENT AND SERVICES	11		Site Preparation *	n/a	n/a	\$0.00	\$0.00
	12		Equipment Installation *	n/a	n/a	\$0.00	\$0.00
	13		Utility Installation Fee	n/a	n/a	\$0.00	\$0.00
	14		Utility Connection/Meter Fee	n/a	n/a	\$0.00	\$0.00
	15		Level II	LEVEL II - Wall Mount	n/a	\$0.00	\$0.00
	16		Level II	LEVEL II - Single Pole	n/a	\$0.00	\$0.00
	17		Level II	LEVEL II - Dual Pole	n/a	\$0.00	\$0.00
	18		Level II	Level II - Quad Pole	n/a	\$0.00	\$0.00
	19		Adaptors	Tesla CHADEMO Adaptor	Tesla	\$0.00	\$0.00
	20		Site Design - Bollard	Bollard	n/a	\$0.00	\$0.00
	21		Site Design - Curb Stop	Curb Stop	n/a	\$0.00	\$0.00
	22		Site Design - Signage	Parking Sign	n/a	\$0.00	\$0.00
	23		Site Design - Stripping / Paint	Parking Paint	n/a	\$0.00	\$0.00

Project Cost	\$38,600.00
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Town of Front Royal Project Fee	\$600.00
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* The Town of Front Royal will complete all construction and installation of the DCFC at 414 East Main Street. Price for this installation is NOT included in this proposal.
 ^ Payment (\$600.00) will be due to Greenlots - Moretz Consulting will facilitate between both parties.

Payment Schedule:

PAYMENT SCHEDULE	DATE	AMOUNT
Initial Project Payment	Upon Execution of Proposal/Agreement	\$0.00
Project Progress Billing	Upon Delivery of DCFC Equipment	\$0.00
Final Payment	Due Upon Commissioning	\$600.00 *

* Payment will be due to Greenlots - Moretz Consulting will facilitate between both parties.

Project Schedule:

Front Royal DCFC							
Project Number: 2015.02.01 Project Name: Front Royal DCFC Project Location: 414 East Main Street Front Royal, VA 22630							
STAKEHOLDERS	TEAM MEMBER	NAME	ORGANIZATION	OFFICE #	MOBILE #	EMAIL ADDRESS	
	Project Owner Representative:	Joseph Waltz	Town of Front Royal	540.635.3027		jwaltz@frontroyalva.com	
	Program Manager:	Scott Moretz, PMP	Moretz Consulting	N/A	678.936.5065	scottmoretz@moretzconsulting.com	
	Project Engineer:	Jason Hurst, PE	Columbia Engineering	770.925.0357	770.330.5982	jhurst@columbia-engineering.com	
	Utility Representative:	Joseph Waltz	Town of Front Royal	540.635.3027		jwaltz@frontroyalva.com	
	Project Electrician:	TBD	Town of Front Royal				
	Nissan Representative:	Anthony Lambkin	Nissan North America	615.725.0788		anthony.lambkin@nissan-usa.com	
	Equipment Representative:	Jerry Reich	GPT	937.546.6141	480.772.4227	jreich@gptechnology.com	
Equipment Representative:	Jennifer Miller	Greenlots	415.254.2654		jennifer@greenlots.com		
Virginia Clean Cities	Matt Wade	VA Clean Cities	540.246.8212	540.568.4051	mwade@vacleancities.org		
PROJECT SCHEDULE							
PROJECT SCHEDULE	PHASE	START	END	DURATION	LEAD	COORDINATING INSTRUCTIONS	
	SITE VISIT	N/A	N/A	0 Days	N/A	N/A	
	SITE EVALUATION	5/21/15	5/21/15	1 Day	Moretz	Project Evaluation with Nissan	
	INITIAL UTILITY COORDINATION	5/21/15	5/21/15	1 Day	Waltz	Initial Utility Coordination	
	NISSAN APPROVAL	5/22/15	5/22/15	1 Day	Lambkin	Site Approved by Nissan	
	CLIENT SCOPE REVIEW	6/12/15	7/30/15	49 Days	Waltz	Project Scope Review and Approval	
	NOTICE TO PROCEED ISSUED	7/31/15	7/31/15	1 Day	Waltz	OFFICIAL PROJECT START	
	EQUIPMENT ACQUISITION	7/31/15	7/31/15	1 Day	Moretz	MORETZ CONSULTING to Acquire all Equipment	
	FINAL UTILITY COORDINATION	8/3/15	8/3/15	1 Day	Moretz	Final Coordination with Utility Provider	
	UTILITY CONSTRUCTION	8/10/15	8/14/15	5 Days	TBD	Utility Construction / Meter Installation	
	PERMITTING	8/4/15	8/7/15	4 Days	TBD	Required Permitting - COPY TO MORETZ CONSULTING	
	SITE PREPERATION	8/10/15	8/14/15	5 Days	TBD	Site Preparation for EV Charging Equipment	
	EQUIPMENT ARRIVAL	8/17/15	8/17/15	1 Day	Moretz	Arrival of DCFC	
	EQUIPMENT INSTALLATION	8/18/15	8/19/15	2 Days	TBD	EV Charging Equipment Installation	
	FINAL INSPECTION	8/20/15	8/20/15	1 Day	TBD	Final Inspection by MORETZ CONSULTING	
	AS BUILTS	8/20/15	8/20/15	1 Day	TBD	As Built Documentation by MORETZ CONSULTING	
	COMMISSIONING	8/21/15	8/21/15	1 Day	Moretz	Commissioning and Testing of Equipment	
PARKING SPACES MARKED	8/24/15	8/25/15	2 Days	Waltz	Signage and Site Registration		
SIGNAGE INSTALLED	8/10/15	8/10/15	1 Day	Wade	Signage and Site Registration		
PRESS RELEASES	8/28/15	8/28/15	1 Day	Wade	Press Release and Ribbon Cutting		
RED TEXT = ACTION REQUIRED COMPLETE IN PROGRESS PENDING URGENT							

Weekly Project Update Example is located in Appendix C.

Nissan EV Advantage Program Requirements: COMPANY acknowledges that Nissan makes no representations or warranties with respect to the Chargers pursuant to this Agreement. Nissan assumes no responsibility for COMPANY'S losses, liability, damages, costs or expenses arising directly or indirectly out of the manufacture, installation, maintenance or operation of the Chargers, including but not limited to, personal injury, property damage or economic damage directly or indirectly caused by the Chargers. OTHER THAN THE MANUFACTURERS WARRANTIES THAT MAY BE PROVIDED WITH A PURCHASE OF THE CHARGERS, COMPANY AGREES AND UNDERSTANDS THAT THERE ARE NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY shall receive all rights, titles and interest in the Chargers upon shipment. Further, consistent with a donation, Nissan shall have no obligations for the repair, maintenance, or for the replacement of parts or for providing engineering services, or any other obligations with respect to the Chargers. NISSAN will order the Chargers and pay for all shipping costs associated with the original delivery of the donation to the individual project location provided by COMPANY and approved by Nissan upon Nissan's receipt of a copy of a site permit for the installation of the Chargers.

Project Site Obligations: In accordance with the Nissan EV Advantage program, COMPANY is obligated to adhere to the following guidelines for the DCFC equipment.

Reliability: The COMPANY shall use its best efforts to ensure that the DCFC installed at 414 East Main Street will be activated and the DCFC can charge vehicles at all times for a minimum of 5 years and continuing thereafter until the DCFC is decommissioned by COMPANY in its sole and absolute discretion. Also, until the DCFC is decommissioned in accordance with the preceding sentence the COMPANY is responsible for ensuring that the installed DCFC at 414 East Main Street shall suffer no more than forty-eight (48) hours of inoperability in any calendar month nor more than eight hours of inoperability in each of more than two out of four consecutive months.

Accessibility: The Charger must be accessible by the general public at all times unless granted special permission by Nissan North America, Inc.

Reporting: After Commissioning, upon the request of Nissan or its designee, COMPANY shall provide a certified report describing the Chargers hours of operation during the period specified by Nissan. Data is available via the Greenlots software if that service is selected. If COMPANY chooses to decline Greenlots, reporting data can be directly downloaded from the DCFC in a csv format, if required.

Manufacture Warranty: All the equipment and parts proposed herein will be guaranteed by the SELLER against defects of materials and workmanship for a period of 12 months from the date of the installation. In no event shall SELLER be liable for any defects of PRODUCTS if they are arising out of any of the following causes: (i) Improper operation and/or maintenance by COMPANY;(ii) Operation outside the specifications or requirements provided by SELLER; (iii) Erosion or corrosion, not attributable to SELLER'S misspecification as to material; (iv) Normal wear and tear including consumption of consumables within a certain agreed probability; and/or (v) Repair or replacement by any parties not approved by SELLER."THE WARRANTIES AND GUARANTEES SET FORTH IN THIS CLAUSE IS EXCLUSIVE AS TO THE PRODUCTS AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY; INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Limitation of Liability: In no event shall the SELLER be liable to the Purchaser, whether based in contract, tort (including negligence and strict liability) or otherwise, for any special, indirect, incidental, or consequential loss or damage including, without limitation, damage to or loss of property or equipment, loss of profits or revenue. In no event shall the SELLER's overall liability exceed that of 100% of the Contract Price.

Project Acceptance: Per the requirements under the Nissan EV Advantage program, the installation of all supported DCFC equipment must be completed within the designated guidelines outlined below.

Terms: The Town of Front Royal DCFC must be properly identified, evaluated, developed, permitted, installed and commissioned, where commissioning means the charging and related equipment and site have received all required permits, passed all inspections and testing and is operating properly by **Friday, 28 August 2015**.

Identification: **COMPLETE** – The Town of Front Royal DCFC has been identified by all parties as a viable location for DCFC installation.

Evaluation: **COMPLETE** – The Town of Front Royal DCFC has been properly evaluated by Moretz Consulting and Nissan North America, Inc. and is approved for installation of DCFC equipment under the Nissan EV Advantage Program.

Developed: Developing consists of all site engineering, utility coordination and site construction required to properly prepare the Town of Front Royal DCFC site for installation of the DCFC equipment.

Permitted: Permitting includes all electrical permits, approvals, documentation and/or certification from the applicable governing agencies. If no permits are required, a statement verifying such conditions must be provided by the site host.

Installed: Installation of all equipment outlined in this proposal will be completed by a licensed professional contractor, and will be complete in the utmost professional manner adhering to all governing laws and regulations as required by the applicable governing agencies.

Commissioning: Commission is defined as the DCFC and related equipment and site have received all required permits, passed inspections, tested and is operating properly.

Project Administration:

Moretz Consulting Information:

**Moretz Consulting
557 Fox Trot Road
Clayton, GA 30525
Georgia Sole Proprietorship
EIN: 47-3874813**

Notice to Proceed: To be executed by The Town of Front Royal, as of the Effective Date:

Authorized Signature

Name

Title

Date



6/12/2015

Moretz Consulting

CONFIDENTIAL

**Appendix B: Greenlots Sky Network
Product Specification Sheet
&
Service and Subscription Agreement**



GREENLOTS NETWORKED DC FAST CHARGE STATION FOR NISSAN



Greenlots SKY

- 24/7 Customer Care
- Flexible pricing engine
- Downloadable usage reports
- Real time status
- Error tracking
- OCPP Enabled

Nissan FY 2014 Preferred Network Pricing for DC Fast Charging



	2 year	4 year
Enterprise License	\$400.00	\$600.00
Transaction Fees		
Transaction Fees (includes credit card processing) 5.0%, with a minimum of \$0.50 per transaction		
*when charge station is set to free, no transaction fees are charged		



Multiple Payment Methods



MOBILE APP



800 SUPPORT



RFID



EZCHARGE RFID CARD

Greenlots also provides OCPP enabled solutions for L2 charging. For further information please see contact information

Greenlots 212 Sutter St. Suite 12 San Francisco, CA 94104 (415) 539-3884 info@greenlots.com

www.greenlots.com
 facebook.com/greenlots
 twitter.com/greenlots
 linkedin.com/company/greenlots

NETWORKING THE SIGNET DC FAST CHARGE STATION

Read this guide before using the Signet DC Fast Charge station. It contains important information about networking and technical support.



1. The Signet DC Fast Charge Station comes ready with built-in networking capabilities on Greenlots SKY™

Greenlots SKY™ provides site hosts many benefits. These include:

- The ability for the manufacturer to remotely troubleshoot issues, potentially saving significant service and support costs (The cost of a single truck-roll for an engineer to diagnose problems on-site exceeds the cost of networking for a whole year)
- The ability to set charging fees and view peak usage times
- Access for drivers to charge station via mobile app or RFID card
- Pro-active fault monitoring and alarm notification in case of a technical problem
- 24/7 driver and technical support

For more information about features and pricing, refer to the attached flyer for the Greenlots program with Nissan

2. Activating Greenlots SKY™ is simple. Just follow these steps:

- i. Ensure the station is installed in an area with strong Verizon coverage (perform the Cellular Signal Strength Checklist which can be found in the Operator Guide)
- ii. Email the completed Cellular Signal Strength Checklist and Commissioning Form from the Operator Guide to activate@greenlots.com or call 1-844-560-7121
- iii. The complete process to establish network mode, setting up your account and receiving the QR code labels for the station may take 3-4 business days

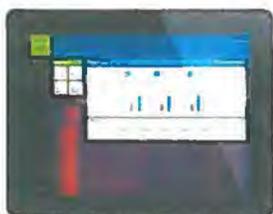
3. Should you decide against activating Greenlots SKY™, you should be aware that:

- You will not have access to 24/7 support. Any technical issues with the charger must be reported to Green Power Technology or the manufacturer.
- The manufacturer will not have the ability to remotely troubleshoot technical issues
- The product warranty does not include labor cost and dispatching an engineer to diagnose technical issues can be costly
- The station will not have the ability to collect charging fees
- Greenlots will not be able to help you or users at your station with troubleshooting

TAKE CHARGE OF YOUR NETWORK

SKY Network Management Platform

- SKY's unique features provide site hosts with unparalleled flexibility to manage their own charge stations:
 - Variable pricing engine – set charging fees for drivers and stations (e.g. per kWh, per hr, per session)
 - Real-time monitoring of your network of charge stations
 - Downloadable usage reports (e.g. revenue, energy consumption)
 - Fault notifications
 - Multiple payment methods
 - Dashboard snapshot view



Built on Open Standards

- Open standards-based communication between charge stations and networks safeguard electric vehicle (EV) assets from being stranded in the future, as site hosts can swap networks without having to replace hardware
- Open standards give site hosts the ability to mix various charging hardware with the same network experience
- By utilizing Open Charge Point Protocol (OCPP), Greenlots SKY provides the only truly scalable and future-proofed network

Multiple Access & Payment Methods

- SKY and the Greenlots mobile app provides multiple methods of payment and the easiest way to get a charge:
 - Pay with a credit card on the mobile app
 - Call our 800 support number to use a credit card over the phone
- The Greenlots mobile app allows drivers to:
 - Look up real-time status and access to charge stations
 - Remotely start and stop a charging session
 - Check the charging progress of a session
 - Receive notifications of charging status

Customer Care

- Greenlots provides comprehensive toll-free support to both drivers and site hosts



CREDIT CARD



MOBILE APP



800 SUPPORT



RFID



For more information, pricing or to schedule a demo of Greenlots SKY contact sales@greenlots.com or call +1 888 751 8560



SERVICES AND SUBSCRIPTION AGREEMENT

THIS SERVICES AND SUBSCRIPTION AGREEMENT ("Agreement") is made as of **[INSERT DATE]**.

BY AND BETWEEN:

- (1) **ZECO SYSTEMS, INC.**, a company incorporated in the State of Delaware, and having its registered address situated at 156 2nd Street, San Francisco, CA 94105 ("Greenlots"); and
- (2) **[COMPANY NAME]**, a corporation having its address at: **[ADDRESS]** ("Subscriber"),

(each a "party" and collectively the "parties").

WHEREAS:

- (A) Greenlots is a global manufacturer of turnkey charging networks for electric vehicles, including software and services, and trades commercially under the name "Greenlots". In connection with the operation of the Greenlots business, Greenlots also owns the "Greenlots SKY" software system with the features described in Annexure A (the "Licensed Software").
- (B) The Subscriber is an owner and/or operator of Charging Stations and wishes to register its Charging Stations (as defined below) on the Greenlots Charging Network and to avail itself of the Greenlots Charging Network Services (as defined below) in respect of such Charging Stations on the terms and subject to the conditions set out in this Agreement.
- (C) To enable the Subscriber to use the Greenlots Charging Network Services, Greenlots shall grant a non-transferable and non-exclusive license of the Licensed Software to the Subscriber on the terms and subject to the conditions set out in this Agreement.

OPERATIVE PROVISIONS

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Business day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business

"Charging Session" means a session during which a Customer is using the Subscriber's Networked Charging Station to charge his or her electric vehicle and which lasts for a continuous period of time commencing when a Customer has accessed such Networked Charging Station and ending when such Customer has terminated such access.

"Charging Station" means an electric vehicle charging station owned or leased by the Subscriber.

"Collection and Processing Fees" means the fees charged by Greenlots for the management, collection and processing of Session Fees on behalf of the Subscriber and the remittance of any balance to the Subscriber.

"Confidential Information" has the meaning set out in Article 10.

"Customers" means drivers who avail themselves of charging and other services from any Networked Charging Station;

"Fees" has the meaning set out in Section 5.1.

"Greenlots Services" means, collectively, the various software service offerings made available for subscription from time to time by Greenlots.

"Greenlots Marks" means the various trademarks, service marks, names and designations used in connection with the Greenlots products and services, including, without limitation, the mark "Greenlots".

"Initial Term" shall mean the period commencing on the date of the agreement on page 1.

"Insolvency Event" shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such , and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" or "IPRs" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Licensed Software" shall have the meaning set out in Recital (A).

"Networked Charging Stations" means any Charging Stations that have been registered and activated on the Greenlots Charging Network. Each charge connector or charge port is considered as one Charging Station.

"Services" has the meaning set out in Section 4.1.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by the Subscriber.

"Subscriber Data" has the meaning set out in Section 6.3.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Article 8.

"Territory" means the territory where the subscriber has active operations.

"\$" means the currency of United States.

1.2 Interpretation.

1.2.1 References to Recitals, Sections and Annexures are, unless otherwise stated, to recitals and sections of, and annexures to, this Agreement.

1.2.2 References to any enactment (meaning any statute or statutory provision and any subordinate legislation made under any such statute or statutory provision) shall be construed as references to (a) any enactment which that enactment has directly or indirectly replaced (whether with or without notification), and (b) that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.

1.2.3 Words importing the singular include the plural and vice versa, and references to persons include any individual, bodies corporate or unincorporated, partnerships, joint ventures, associations, joint stock companies, trusts or other entities or organizations, including governments or political sub-divisions or agencies or instrumentalities thereof.

1.2.4 The headings to the Articles, Sections and Annexures are for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2
GREENLOTS RESPONSIBILITIES

2.1 Greenlots Responsibilities. Subject to the terms and conditions of this Agreement, Greenlots agrees to (a) operate, maintain, administer and support the Greenlots Charging Network and (b) provide the purchased Services to the Subscriber and its Networked Charging Stations.

2.2 License of Licensed Software. In connection with its obligations under Section 2.1, Greenlots hereby grants to the Subscriber, and the Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use the Licensed Software in the Territory for the duration of the Term, together all rights, title and interests past, present and future, in and to the Licensed Software for the purposes of participating in the Greenlots Charging Network and using the Greenlots Services.

2.3 Limitations. Greenlots shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of the Subscriber's Charging Stations and consequently any failure or interruption to the Greenlots Charging Network and the Greenlots Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by Greenlots of the Greenlots Charging Network and/or the provision of the Greenlots Services; and/or (iii) any Charging Stations that are not Networked Charging Stations.

- 2.4 Non-Exclusive Basis. The participation of the Subscriber and its Networked Charging Stations and the provision of the Greenlots Services to the Subscriber shall be on a non-exclusive basis and Greenlots shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of the Subscriber or otherwise, without restriction on such terms as Greenlots may at its sole discretion determine without reference to the Subscriber.

ARTICLE 3 SUBSCRIBER RESPONSIBILITIES

- 3.1 Subscriber's Responsibilities. The Subscriber shall be responsible for: (a) notifying Greenlots of any new Charging Stations to be registered as Networked Charging Stations (which shall include providing Greenlots with full specifications and descriptions in relation to each such Charging Station) and to register and activate such new Charging Stations on the Greenlots Charging Network; (b) operating and maintaining the Networked Charging Stations in compliance with all applicable laws and contractual obligations; (c) providing Greenlots with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by the Subscriber; (d) the maintenance and updating of all customer information; (e) all invoicing and customer payment matters; and (f) assisting to obtain any permits, licenses or regulatory approvals as may be required for the use by the Subscriber of the Greenlots Services.
- 3.2 Subscriber's Representations and Warranties. The Subscriber represents and warrants to Greenlots that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.
- 3.3 Subscriber's Undertakings. The Subscriber further undertakes to Greenlots that: (i) it will not remove, conceal or cover the Greenlots Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) the Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using the Greenlots Charging Network to comply with, all of the rules, regulations and policies of Greenlots as may from time to time be notified by Greenlots to the Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which the Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) the Subscriber shall be responsible for using the Greenlots Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any Greenlots Services, (B) not sell, resell, license, rent, lease, transfer or grant access to the Greenlots Services to a third party, (C) not interfere with or disrupt the integrity of the Greenlots Charging Network, the Greenlots Services or any data contained therein, and (D) not attempt to gain unauthorized access to the Greenlots Charging Network or the Greenlots Services or their related systems or networks.

ARTICLE 4 SERVICES

- 4.1 Collection Services. Where the Subscriber levies charges on Customers and Greenlots is engaged to provide management, collection and/or processing services for such charges:

- (a) The Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - (b) In exchange for Greenlots collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes Greenlots to deduct from all Session Fees collected: (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.
 - (c) Greenlots shall remit the equivalent of the balance of the Session Fees net of the deductions made pursuant to Section 4.1(b) to the Subscriber not more than thirty (30) days after the end of each calendar quarter in which such Session Fees were collected to such account designated in writing by the Subscriber.
 - (d) Unless required by law or otherwise stated herein, Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). The Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, Greenlots is solely responsible for all Taxes and Regulatory Charges assessable based on Greenlots' income, property and employees. Where Greenlots is required by law to collect and/or remit the Taxes or Regulatory Charges for which the Subscriber is responsible, the appropriate amount shall be invoiced to the Subscriber and deducted by Greenlots from Session Fees, unless Subscriber has otherwise provided Greenlots with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- 4.2 Provision of Assistance, Training and Maintenance Services. Greenlots shall supply training, technical assistance and maintenance with respect to the Licensed Software to the Subscriber, as set out in Annexure B and elsewhere in this Agreement (collectively, the "Services").
- 4.3 Service Levels. The service levels applicable to the provision of the Services to the Subscriber shall be as set out in Annexure B.
- 4.4 Non-Transferability. All Greenlots Services shall be non-transferable; provided that Greenlots Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

ARTICLE 5 FEES

- 5.1 Fees. In consideration of the Services provided hereunder, the Subscriber shall pay Greenlots the following fees (collectively, the "Fees"):
- (a) license fees for the license of the Licensed Software ("License Fees") at a rate of \$400 for 2 years, or \$600 for 4 years years, such license fees to be payable in advance for the Initial Term with payment to be made upon registration and activation of a Networked Charging Station on the Greenlots Charging Network. No pro-rating shall be available for any Networked Charging Stations which are decommissioned during the year; and,
 - (b) upon the Subscriber commencing the levy of charging fees on Customers, a Collection and Processing Fee of 5.0% with a minimum of \$0.50 shall be paid by the Subscriber to Greenlots for each Charging Session used by a Customer where a Session Fee applies, payment of which shall be set off against Session Fees collected by Greenlots, or in case of insufficient Session Fees, billed separately.

- 5.2 Additional Services. Where the Subscriber requires additional services to be provided by Greenlots, including but not limited to, customization of web design interfaces, additional software and/or hardware integration services, which are not included in the scope of Services, such additional services shall be subject to additional fees to be mutually agreed between the Subscriber and Greenlots.
- 5.3 Adjustments to Pricing.
- 5.3.1 Greenlots undertakes that there shall be no increase in the Licence Fees payable for each Networked Charging Station during the Initial Term.
- 5.3.2 The parties agree that Greenlots shall be entitled to adjust the Collection and Processing Fee at its sole discretion in the event of any increase in processing fees charged by payment processing partners responsible for the collection of Customers' payments.
- 5.4 Payment of License Fees. The Subscriber agrees that:
- (a) The Subscriber shall pay all License Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.
- (b) If any invoiced Fees are not received by Greenlots by the due date, then such outstanding amount: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by Greenlots in cleared funds, and (ii) in the event the Subscriber has not paid Fees within thirty (30) days of the due date, Greenlots may, at its sole discretion, impose additional conditions in connection with future renewals of any Greenlots Services and acceptance of purchase orders for additional Greenlots Services other than those set forth herein.
- (c) If any amount owing by the Subscriber under this Agreement is more than thirty (30) days overdue, Greenlots may, without otherwise limiting Greenlots' rights or remedies available under law, terminate this Agreement, and/or suspend the use by the Subscriber of the Greenlots Services until such amounts are paid in full.

ARTICLE 6 OWNERSHIP OF INTELLECTUAL PROPERTY

- 6.1 Validity and Ownership. The Subscriber acknowledges and admits the validity, and Greenlots' ownership, of all Intellectual Property Rights in relation to the Licensed Software, the Greenlots Marks, the Greenlots Charging Network and the Greenlots Services (collectively the "Greenlots Intellectual Property"), and agrees that it will not, directly or indirectly, challenge or contest the validity of the Greenlots Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of Greenlots therein and thereto, nor will it claim or register any interest in the Greenlots Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.
- 6.2 Property of Greenlots. The Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the Greenlots Intellectual Property are and will remain the exclusive property of Greenlots and (ii) as between the parties, all uses of the Greenlots Intellectual Property, except for its Use by the Subscriber pursuant to this Agreement, shall inure solely to the benefit of Greenlots. The Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Greenlots in and to the Greenlots Intellectual Property. Nothing in this Agreement grants, nor shall the Subscriber acquire hereby, any right, title or interest in or to the Greenlots Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated

therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Greenlots' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that Greenlots may take to protect Greenlots' Intellectual Property Rights in the Territory.

- 6.3 Property of the Subscriber. The parties agree that all data contributed directly by the Subscriber and which is owned by the Subscriber, or licensed directly to the Subscriber by any party other than Greenlots, prior to the inclusion of such data in the Licensed Software (collectively, the "Subscriber Data") is and will remain the exclusive property of the Subscriber and will inure solely to the benefit of the Subscriber. Greenlots shall be granted such access to the Subscriber Data, (a) as may be necessary to enable Greenlots to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at the Subscriber's discretion. All data collected by Greenlots in connection with the operation of the Greenlots Charging Network shall be jointly owned by Greenlots and Subscriber, with both Parties retaining independent rights to use the data.
- 6.4 License. Greenlots shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Greenlots Charging Network and/or the Greenlots Services any suggestions, enhancement requests, recommendations, improvements or other feedback provided by the Subscriber and/or Subscriber Authorized Users relating to any and all of the Greenlots Charging Network and the Greenlots Services.

ARTICLE 7

NO ASSIGNMENT OR SUBLICENCES

- 7.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by the Subscriber to any direct or indirect competitor of Greenlots engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 7.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the Greenlots Services and the rights granted to the Subscriber under this Agreement shall not be sub-licensed by the Subscriber without the prior written authorization of Greenlots.

ARTICLE 8

TERM AND TERMINATION

- 8.1 Term. This Agreement shall be valid for a period of two or four years commencing from the Effective Date, depending on the license fee paid, during which the access to the Greenlots Charging Network, the License and the subscription for the Greenlots Services shall be valid ("Initial Term").
- 8.2 Additional Terms. Unless either party gives the other party written notice, not later than 60 days prior to the last day of the Initial Term, of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional term equal to the Initial Term (each such additional term to be referred to as an "Additional Term"). Either party may terminate this Agreement during any Additional Term by giving written notice to the other party at least 60 days prior to the last day of such current Additional Term or in such other manner as may be otherwise provided in this Agreement, failing which this Agreement shall again automatically be renewed for a subsequent

Additional Term.

8.3 Early Termination for Cause by Greenlots.

8.3.1 Greenlots may terminate the license granted to the Subscriber hereunder and terminate this Agreement immediately upon 5 business days' prior written notice to the Subscriber, if:

- (a) an Insolvency Event has occurred in relation to the Subscriber;
- (b) the Subscriber breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following the Subscriber's receipt of written notice thereof from Greenlots; or
- (c) (i) the Subscriber is more than 60 days late in the payment of Fees or any other payments due and owing (and documented) to Greenlots; (ii) the Subscriber has received prior notices of such Fees and/or other payments from Greenlots and requests for payments therefore; and (iii) the Subscriber fails to cure such late payment within 7 days following such written notice from Greenlots.

8.3.2 Upon any termination of this Agreement pursuant to Section 8.3.1 above, subject to the additional terms and conditions hereof, all rights in the Licensed Software granted to the Subscriber hereunder shall automatically revert to Greenlots, and the Subscriber shall have no further rights in, and shall immediately cease all use of, the Licensed Software. The Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by the Subscriber in relation to the Licensed Software to Greenlots upon written demand therefor by Greenlots. The failure of Greenlots to make any such demand initially shall not operate as a waiver by Greenlots of this provision.

8.4 Early Termination for Cause by the Subscriber. The Subscriber may terminate this Agreement immediately upon 5 business days' prior written notice to Greenlots, if:

- (a) an Insolvency Event has occurred in relation to Greenlots; or
- (b) Greenlots breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following Greenlots' receipt of written notice thereof from the Subscriber.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 LIMITATION OF GREENLOTS' LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO THE GREENLOTS CHARGING NETWORK, THE LICENSE AND THE GREENLOTS SERVICES ARE PROVIDED BY GREENLOTS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GREENLOTS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PARTICIPATION OF THE SUBSCRIBER IN THE GREENLOTS CHARGING NETWORK, THE EXERCISE OF THE LICENSE, THE USE OF THE LICENSED SOFTWARE OR THE GREENLOTS SERVICES, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER IN RELATION TO ANY BREACH OF ANY REPRESENTATIONS AND WARRANTIES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL GREENLOTS' AGGREGATE LIABILITY TO THE SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY GREENLOTS FROM THE SUBSCRIBER IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, GREENLOTS SHALL OWE NO LIABILITY TO THE SUBSCRIBER OR ANY CONTRACTUAL COUNTERPARTIES OF THE SUBSCRIBER FOR ANY BREACH BY THE SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH COUNTERPARTIES INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY THE

SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF GREENLOTS.

- 9.2 Limits. Where the limitation of liability in Section 9.1 is prohibited or restricted under applicable law, then the liability of Greenlots under such circumstances shall be limited to the maximum extent permitted under such applicable law.

ARTICLE 10 **CONFIDENTIALITY**

Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:

- (a) with the prior written consent of the other party;
- (b) as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notify the other party thereof);
- (c) to its professional advisers, employees, officers or other representatives; and
- (d) to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement.

ARTICLE 11 **MISCELLANEOUS**

- 11.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.
- 11.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 11.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.
- 11.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.
- 11.5 Public Announcements. Subject as required by law or by any relevant regulatory authorities, all announcements and circulars by or on behalf of any of the parties and relating to the subject matter of this Agreement shall be in terms to be agreed between the parties in advance of issue.

arbitrator deems appropriate, but only to the extent consistent with law.

- 11.12.5 The reasonable expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees shall be paid to the prevailing party in such a proceeding. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

[Remainder of Page Intentionally Blank; Signatures Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

[NAME OF SUBSCRIBER]

By: _____
Name: **[Name of contact person]**
Title: **[Title]**

ANNEXURE A

LICENSED SOFTWARE

The Licensed Software consists of an integrated internet-based platform (SKY) that has bi-directional communication with Networked Charging Stations. The platform is made up of:

1. A backend database
2. A front-end user interface for the Subscriber
3. A front-end user interface for the Customer
4. A mobile phone application for the Customer that is supported on Android and iOS operating systems. Support for additional operating systems may be added later at Greenlots' sole discretion
5. A payment collection and settlement system
6. A data collection and reporting system
7. A call center for Customer technical and payment support

Together, the Licensed Software performs the following functions:

1. Provides a directory of Charging Stations belonging to the Subscriber, including all pertinent information such as address, serial number, manufacturer, model, charging type and price for Customers, if applicable
2. Reports the status of Charging Stations whether they are in-use, faulted, available or temporarily unknown
3. Enables the Subscriber to set a price for Customers to use these Charging Stations
4. Provides a payment method for Customers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard (DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in either CSV or graphical format
7. Provides first level technical support to Customers and routes them to the Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (user ID, station ID, start time, end time, total duration, total kWh and total revenue)
9. Provides a monthly statement report detailing total revenue collected from Session Fees and total Greenlots Fees applicable

ANNEXURE B

SERVICES AND SERVICE LEVELS

Greenlots shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year
2. Greenlots shall provide an on-call resource to the Subscriber at all other times and shall provide appropriate email and phone contact information to ensure accessibility
3. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to the Subscriber and Customers.
4. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
5. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control

Appendix C: Weekly Operations Update Worksheet

7C



**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 7(C)

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Power of Partnership Alliance Request to Release Funds

Summary: Council approved a budget transfer in the amount of \$3,800 in 2013 to the Power of Partnership Alliance (POPA) to assist the Town with promoting tourism. Ken Thurman of POPA is now requesting that Council release these funds. Council is requested to release funds to POPA in the amount of \$3,800 to be used for promotion of the Town through Tourism.

Budget/Funding: 1205-3018 [tourism promotion] \$3800.00
1000-3510110 [fund Balance] \$3800.00

Attachments: Letter of Request from POPA

Meetings: Work Session held August 17, 2015

Staff

Recommendation: Approval X Denial _____

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 release funds to Power of Partnership Alliance (POPA) in the amount of \$3,800 to be used for promotion of the Town through Tourism.

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

Power Of Partnerships Matching Funds

Income/Sponsors/Cash on Hand	\$ Amount
State Farm	\$500.00
Union Bank & Trust	\$500.00
FR Farmers Market	\$250.00
Virginia Eagle	\$150.00
City National Bank	\$400.00
Jack Evans Chevrolet	\$250.00
Shenandoah Ford	\$500.00
Aire Serv	\$250.00
Apple House	\$300.00
Drink Tickets/Glass Sales	\$2,298.00
Pot of Gold Raffle	\$213.00
Electric Fees (Irish Spring Fest)	\$140.00
Booth Spaces (Irish Spring Fest)	\$2,390.00
Other (Jean Dixon Foundation Grant)	\$2,500.00
Total Income	\$10,641.00

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 8

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Budget Amendment and Award of Contract for Energy Services Vehicle Storage Building

Summary: Council is requested to consider approval of a budget amendment in the amount of \$93,000 for the construction of a prefabricated building for the Energy Services Department at 1100 Manassas Avenue Extended. Council is further requested to approve a contract with Pioneer Pole Buildings to provide and construct the building along with optional costs for a ridge vent and guttering, not to exceed \$193,846.00.

Budget/Funding: Budget amendment

9401-R47009 [Building & Structures]	\$93,000.00 – FY15 reserved funds
9401-3510110 [fund balance]	\$93,000.00
9401-7009 [building & structures]	\$100,846.00 FY16 adopted budget

Attachments: Memorandums from Purchasing Agent and Director of Energy Services and Quotation Tabulation

Meetings: Work Session held August 17, 2015

Staff Recommendation: Approval X Denial

Proposed Motion: I move that Council approve a budget amendment in the amount of \$93,000 for the construction of a prefabricated building for the Energy Services Department at 1100 Manassas Avenue Extended. I further move that Council approve a contract with Pioneer Pole Buildings to provide and construct the building along with optional costs for a ridge vent and guttering, not to exceed \$193,846.00.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council, proposed motions are offered by Staff for guidance
*To be clear and concise, motions should be made in the positive

Approved By: SB



MEMORANDUM

Date: August 18, 2013
To: Tina Presley, Administrative Assistant
Jennifer Berry, Clerk of Council
From: Cindy Hartman, Purchasing Agent
RE: Agenda Item

A handwritten signature in black ink, appearing to be "Cindy Hartman", is written over the "From:" line of the memorandum.

On Thursday, July 23, 2015, I held a bid opening for the construction of a prefabricated storage building for the Department of Energy Resources. I received two (2) responses (see attached tabulation). Town Council discussed this purchase during their August 17th work session, and directed staff to move forward with the project. Due to the dollar amount, I will need Town Council approval before completing the purchase. Please add this item to the August 24, 2015 agenda for their action.

Staff recommends the award for the construction of a prefabricated building for the Department of Energy Resources be made to Pioneer Pole Buildings, for a total cost of \$193,846.00. This cost is for the company to provide and construct the building, along with the optional costs for a ridge vent and guttering.

The funding for this purchase will be available in the Department's FY16 budget, line item 9401-R47009 "Buildings & Structures", upon the approval of a budget amendment in the amount of \$93,000.00. The balance of the funding will be available in the Department's FY16 budget, line item 9401-47009 "Buildings & Structures", \$100,846.00.

Town of Front Royal
Energy Services
P.O. Box 1560
Front Royal, Virginia 22630-1560
(540) 635-3027 Fax: (540) 635-5497



Memo

To: Cindy Hartman, Purchasing Manager
From: Joseph Waltz, Director of Energy Services
Date: August 18, 2015
Re: Approval of the Vehicle Storage Building

A handwritten signature in black ink, appearing to be "JW", is written over the "From:" line of the memo.

At the August 17th work session, staff discussed the purchase of the vehicle storage building for the consolidation of facilities for the Energy Services department. After discussion and questions, Council directed staff to move contract proposal to a Council Meeting for approval.

Please place this item on the August 24th Council meeting for approval to purchase the building from Pioneer Pole Building with the options of guttering and a ridge vent for the cost of \$193,846. In the approval process, there will need to be a budget amendment to utilize \$93,000 of encumber funds for this purchase.

If you need additional information or have any questions, please let me know.

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: WAREHOUSE CONSTRUCTION - ELECT. DEPT.

Quotation #19

Date: July 23, 2015

Mailed: 10

Replied 2

Vendor Quotation

	SUPERIOR BUILDINGS HARRISONBURG VIRGINIA	PIONEER POLE BUILDINGS SCHUYLKILL HAVEN PENNSYLVANIA	
QUANTITY	QUOTATION	QUOTATION	QUOTATION
CONSTRUCTION OF PREFABRICATED STORAGE BUILDING, INCLUDING ALL PERMITS, LABOR, EQUIPMENT, MATERIALS, ETC.			
MOBILIZATION/DEMOBILIZATION	\$2,500.00	INCLUDED	
EROSION AND WATER POLLUTION PREVENTION, CONTROL, ABATEMENT	\$2,500.00	INCLUDED	
BUILDING CONSTRUCTION	\$197,500.00	\$190,074.00	
OPTIONS:			
1" VAPOR BARRIER WALL INSULATION	\$7,500.00	\$10,080.00	
RIDGE VENT	(INCLUDED IN CONSTRUCTION)	\$600.00	
GUTTERING	\$5,000.00	\$3,172.00	
TOTAL BASE PRICE QUOTATION	\$202,500.00	\$190,074.00	
TOTAL WITH OPTIONS	\$215,000.00	\$203,926.00	

The above proposals verified to specifications and compliance with terms and conditions.

Witness


 PURCHASING AGENT

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 9

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Comcast Pole Attachment Agreement

Summary: Council is requested to consider approval of a five-year Pole Attachment Agreement with Comcast. The previous pole attachment agreement was terminated June 22, 2013 at the end of the original 10-year term. The new Agreement will expire May 13, 2018.

Budget/Funding: None

Attachments: Agreement

Meetings: Several Work Sessions

Staff Recommendation: Approval X Denial

Proposed Motion: I move that Council approve a five-year Pole Attachment Agreement with Comcast, said term ending May 13, 2018.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB

POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT ("Agreement") is effective as of the 22nd day of June, 2013 ("Effective Date") between the Town of Front Royal, Virginia (the "Licensor") and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC (the "Licensee").

WITNESSETH

WHEREAS, Licensee, as successor in interest to Global Acquisition Partners, LP, dba Adelphia Cable Communications, entered into a non-exclusive cable service franchise agreement with Licensor, effective May 13, 2003 ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement allows for the utilization of the public ways of the Licensor by Licensee, subject to the terms of a separate pole attachment agreement to be executed by the parties; and

WHEREAS, Licensee has erected, attached, and installed aerial cables, wires, and/or associated appliances for a broadband communications system to utility poles owned by Licensor in the Town of Front Royal, Virginia; and

WHEREAS, the previous pole attachment agreement between the parties was terminated by Licensor on June 22, 2013 at the end of its original ten (10) year term, and the parties have not executed a new pole attachment agreement since that time; and

WHEREAS, Licensor is willing to retroactively grant a license to Licensee to permit the erection, attachment, installation and maintenance of said cables, wires and/or appliances to Licensor's utility poles where, in Licensor's judgment, such joint use will not interfere with Licensor's own service requirements, including considerations of economy and safety;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto do hereby mutually covenant and agree as follows:

1. **Grant of License**. Subject to the terms herein contained, Licensor hereby grants Licensee a non-exclusive license to erect, attach, install and maintain the cables, wires, and/or appliances ("Equipment", and the attachment of such equipment, "Attachments") to Licensor's

utility poles ("Poles"). For all new attachments to be attached to Licensor's Poles after the Effective Date, Licensee shall file an application ("Application") in the format described in Exhibit "A", attached hereto. An Application shall not be required for Licensee's existing attachments ("Existing Attachments" and together with new attachments, collectively, "Attachments") made prior to the Effective Date. Licensor's license grant hereunder extends to Licensee's Existing Attachments.

2. Term and Termination. The term of this Agreement shall be for approximately Five (5) year(s), beginning as of the Effective Date and ending on the 13th day of May, 2018 ("Term") unless earlier terminated in accordance with the terms of this Agreement. Upon termination of this Agreement, Licensee, at its own expense, shall within one hundred eighty (180) days of termination, remove the Attachments from the Poles of Licensor. In the event Licensor must remove any Attachments from its poles for any reason, the Licensee shall bear the cost of such removal.

3. Rental Rate; Payment. During the Term of this Agreement, Licensee shall pay to Licensor for the licenses granted under this Agreement annual rent of \$18.75 per Attachment for the period of June 22, 2013 through June 21, 2014, annual rent of \$19.75 per Attachment for the period June 22, 2014 through June 21, 2015, and annual rent of \$20.50 per Attachment for the period June 22, 2015 through May 12, 2018 ("Rent"). Rent shall be billed annually, in advance, on the first day of January of each year during which this Agreement remains in effect, and bills shall be payable within thirty (30) days of receipt. Rent shall be calculated based upon the number of Attachments on the first day of December of each year during which this Agreement remains in effect. For the purposes of Rent hereunder, an Attachment is any single attachment to the poles of Licensor, either aerial or at the base or the Pole, which includes the six inches above and six inches below the point of attachment.

4. Inventory of Attachments. At Licensor's sole discretion or upon written request of Licensee, an actual inventory of Attachments shall be made by representatives of the parties. If there is any difference in the actual number of Attachments found by the inventory and the number of Attachments which is the basis for the Rent calculation for the year immediately preceding the inventory, correction will be made and the number of attachments on future invoices shall be adjusted in accordance with said inventory. Inventories shall not be conducted more frequently than once every year and shall be at the sole cost of the party requesting the inventory. The parties hereto acknowledge that, as of the Effective Date, there were Two Thousand One Hundred Thirty-four (2,134) Existing Attachments.

5. No Conflict. Licensee shall at its own expense attach, erect, install, maintain, and repair the Attachments in compliance with applicable laws and in a safe manner. The

Attachments shall not conflict with the use of the utility poles by Licensor for its core service requirements. Licensee shall comply with all terms and conditions relating to right-of-way utilization contained in the Franchise Agreement.

6. **Maintenance of Attachments.** Licensee shall at its own expense maintain the Attachments in a safe condition, in thorough repair. Licensee shall exercise its commercially reasonable efforts to avoid damage to Licensor's utility poles and facilities, and the facilities and attachments of third parties. Upon thirty (30) days' notice from Licensor, Licensee shall immediately and at its own expense, relocate, replace, repair or otherwise renew the Attachments, and transfer them, if required by Licensor for its core utility service requirements, including any election by Licensor to place core utility service underground thus eliminating related Poles; otherwise, Licensor shall reimburse Licensee for its reasonable costs to so transfer its facilities. In case of an emergency, as determined in the sole discretion of Licensor, Licensor may relocate, replace, repair or otherwise renew the Attachments, transfer them to substituted poles or perform any other work, maintenance, and/or repair in connection with the Attachments, and Licensee shall, on demand, reimburse Licensor for the reasonable expense thereby incurred by Licensor, and shall be payable within (30) days of receipt. Licensor shall have the right to inspect the Attachments at any time.

7. **Notice to Licensor; Compliance.** In the event Licensee must work on a pole in an area within two (2) feet of Licensor's attachments, Licensee shall give notice to Licensor prior to commencing the work. Licensee's Attachments, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, 1997 Edition, or any amendments or revisions of said Code (the "NESC"), and in compliance with any other rules or orders now in effect or that hereafter may be issued by any authority having jurisdiction. Licensee acknowledges responsibility for safe conduct of its employees, contractors, and agents in erecting, attaching, installing, maintaining, servicing, repairing or in any other way working in, around, or on the Attachments and Licensor's utility poles. Licensor expressly grants Licensee the right to access the area in and around Licensor's pole attachments and other pole facilities for the purpose of complying with the NESC and the terms of this Agreement.

8. **Replacement or Alteration of Poles.** In the event that the Licensor's existing poles are inadequate to support or otherwise accommodate to new Attachments proposed by Licensee, Licensee may request that Licensor make alterations to Licensor's poles or other accommodations by supplying the relevant information to the Licensor. Licensee agrees that if replacement or other alteration of the poles is required in order to accommodate the Licensee's Attachments, Licensee shall pay the actual cost of such replacement or other alteration necessary to accommodate Licensee's Attachments, within thirty (30) days of receipt of notice of such costs by Licensor. In the event that any Pole is unsuitable for the Attachments requested by

Licensee, Licensor shall use reasonable efforts to provide an alternate pole route. Licensee agrees to bear the full expense of such alternative arrangements and shall reimburse Licensor for any and all actual costs and expenses incurred by Licensor in making such alternative arrangements within thirty (30) days of receipt of notice of all costs and expenses by Licensor. Any strengthening of poles (guying) required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee. New Attachments shall be subject to the attachment rights of third party attachers; provided that this Agreement shall have terms and conditions that are no less favorable to Licensee than those that were given to such other third party attachers..

9. **Work Orders.** When Licensor received applications from multiple attachers, such applications shall be prioritized based upon the application to be first received by Licensor.

10. **Interruption of Service.** Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements. Licensor shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, fibers, wires, appliances, or Attachments of Licensee arising in any manner out of the use of Licensor's poles hereunder.

11. **Licensee's Authority.** Licensee shall, upon request of Licensor, submit to Licensor written evidence, satisfactory to Licensor, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state or municipal authorities or from the owners of property to erect, attach, install, repair, service, and maintain the Attachments.

12. **Report of Damage.** Licensee and Licensor shall exercise special precautions to avoid damage to the facilities of the other party and each shall be responsible for any and all loss it causes to the other party's facilities.

13. **Indemnification; Insurance.** Licensee shall indemnify, defend, protect and save harmless Licensor (together with its parents, affiliates and subsidiaries and their officers, directors and employees from and against any and all claims and demands for damages to property and injury or death to persons, including without limitation payments made under any workers' compensation law or under any plan for employee disability and death benefits, which may arise out of or be caused by the indemnifying party's negligence, acts or omissions. In addition to the foregoing Licensee, and any contractors performing work on behalf of Licensee under this Agreement, shall during the term of this Agreement, carry insurance to protect the

parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The minimum amounts of such insurance against liability due to damage to property shall be at least One Million Dollars and No/100 (\$1,000,000.00) as to any one incident, and against liability due to injury or death of one person at least in the amount of One Million Dollars and No/100 (\$1,000,000.00), and as to any one occurrence at least in the amount of Five Million Dollars and No/100 (\$5,000,000.00). Licensee shall also carry such insurance as will protect it from all claims under any workers' compensation laws in effect that may be applicable to it. All insurance required shall remain in force for the entire life of this Agreement and the company or companies issuing such insurance shall be licensed to provide such insurance within the Commonwealth of Virginia. If any of the policies of insurance referenced herein are cancelled or changed, Licensee will promptly notify Licensor. Licensee shall submit to Licensor certificates evidencing said insurance.

14. **Non-Exclusive License.** Licensee recognizes that it holds a non-exclusive license to install, erect, attach, maintain, service and repair attachments and other facilities to Licensor's utility poles and that other licensors may seek to install attachments on the same poles desired by Licensee. No use, however extended, of Licensor's poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in said poles, and Licensee's rights therein shall not be construed to compel Licensor to maintain any of Licensor's poles for a period longer than demanded by its own service requirements.

15. **Termination; Assignment.**

a. If Licensee shall fail to comply with any of the provisions of this Agreement, or shall default in any of its obligations under this Agreement and shall fail within thirty (30) days written notice from Licensor to correct such default or non-compliance, Licensor may, at its option, forthwith terminate this Agreement or in part, with respect to the attachments related to the underlying breach; provided that if that if cure cannot be reasonably completed within said thirty (30) days and Licensee commences and diligently prosecutes a cure within said thirty (30) day period, Licensee shall not be deemed in breach of this Agreement.

b. Licensee shall not assign this Agreement without Licensor's consent; provided that Licensee may assign this Agreement without necessity of consent, to any person acquiring all or substantially all of Licensee's assets or stock.

16. **Notices.** All notices or reports required or permitted hereunder shall be delivered personally or by U.S. Mail, registered or certified mail, postage prepaid, or by a reputable overnight delivery service to the following addresses of the respective parties:

To Licensor: Town Manager
Town of Front Royal
102 E. Main Street
Front Royal, VA 22630

To Licensee: Comcast Construction Department
80980 Sandpiper Circle
Baltimore, Maryland 21236

Attn: Thomas Yates,

with a copy of all notices alleging Licensee's breach to: Comcast Cable Communications Management, LLC, 1500 Market Street, Philadelphia, Pa. 19102. Attn: Cable General Counsel

Notices shall be effective upon receipt (or refusal of delivery or return unfound) if personally delivered, on the third business day following the date of mailing, if sent by U.S. mail, or upon sending, if sent by overnight courier, one day following deposit with the overnight delivery service. Any change of address of a party shall be promptly communicated in writing to the other party.

17. No Waiver; Effect of this Agreement.

a. Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect. Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Licensor, by contract or otherwise, to others, not parties to this Agreement, to use any poles covered by this Agreement and Licensor shall have the right to continue and extend such rights or privileges.

b. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

c. This Agreement satisfies the requirements of section 3.1 of the Franchise Agreement between the Town of Front Royal and Comcast of California/Maryland/Pennsylvania /Virginia/West Virginia, LLC.

18. **Successors and Assigns.** Subject to the provisions herein contained, this Agreement shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

19. **Headings; Captions.** The headings and captions used in this Agreement are for convenience only and shall not be construed to limit or expand the terms of this Agreement.

20. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed two (2) identical originals effective the day and year first above written.

LICENSOR: TOWN OF FRONT ROYAL

By: _____
Steven M. Burke
Town Manager

**LICENSEE: COMCAST OF CALIFORNIA/MARYLAND
/PENNSYLVANIA/VIRGINIA/WEST VIRGINIA, LLC.**

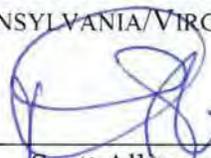
By:  _____
Scott Allison
Vice President Field Operations

EXHIBIT A
APPLICATION

Name of Licensee: Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC

Contact name: Tiffanie Hall

Billing address: Comcast –APSS Dept Attn: Tiffanie Hall
1701 JFK Blvd
Philadelphia PA 19103

Phone: _____ **Fax:** _____

Number and location of Attachments: _____

Requested Pole Accommodation, if any: _____

TO BE COMPLETED BY XXXXX UTILITIY ONLY:

Approved: Yes _____; No _____

Additional Requirements of Licensee: _____

Initials of Licensee's Authorized Representative: _____ **Date:** _____

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**Town of Front Royal, Virginia
Council Agenda Statement**

Page 1
Item No. 10

Meeting Date: August 24, 2015

Agenda Item: COUNCIL APPROVAL – Resolution for Advanced Notice of Road Closure by Norfolk & Southern Corporation

Summary: Council is hereby requested to approve a Resolution that requests Norfolk & Southern Corporation to provide the Town with advanced notice of rail maintenance activity in the Town so that residents can adjust schedules and law enforcement and fire & rescue personnel can plan provisions of emergency services during maintenance work. Council is further requesting that Staff contact Congressman Robert W. Goodlatte asking for a similar request.

Budget/Funding: None

Attachments: Resolution

Meetings: Work Session held August 17, 2015

Staff Recommendation: Approval X Denial

Proposed Motion: I move that Council approve a Resolution that requests Norfolk & Southern Corporation to provide the Town with advanced notice of rail maintenance activity in the Town so that residents can adjust schedules and law enforcement and fire & rescue personnel can plan provisions of emergency services during maintenance work. I further move that Council direct staff to contact Congressman Robert W. Goodlatte asking for a similar request.

ROLL CALL VOTE REQUIRED

*Note: Motions are the formal & final proposal of Council,
proposed motions are offered by Staff for guidance

*To be clear and concise, motions should be made in the positive

Approved By: SB



Town of Front Royal, Virginia



**RESOLUTION TO REQUEST
ADVANCED NOTICE OF ROAD CLOSURE
BY NORFOLK & SOUTHERN CORPORATION**

WHEREAS, Norfolk & Southern Corporation has recently completed maintenance work at a number of rail crossings in Front Royal; and,

WHEREAS, a number of these crossing provide the only means of access to a number of residents between the Town and their residence; and,

WHEREAS, the Town of Front Royal desires to provide these residents with as much advanced notice of future maintenance work conducted by Norfolk & Southern Corporation at these crossings.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Front Royal, Virginia hereby request that Norfolk & Southern Corporation provide the Town with advanced notice of rail maintenance activity in the Town so that residents can adjust the schedules and so that law enforcement and fire & rescue personnel can plan for the provision of emergency services during maintenance work; and,

BE IT FURTHER RESOLVED that the Mayor and Council of the Town of Front Royal, Virginia hereby requests Congressman Robert W. Goodlatte provide a similar request to Norfolk & Southern Corporation to stress the need for advance notice to ensure continued public safety service to areas that can be isolated due to this maintenance work.

Adopted this 24th day of August, 2015

APPROVED:

Timothy W. Darr, Mayor

Attest:

Jennifer E. Berry, CMC, Clerk of Council

THIS RESOLUTION was approved at the Regular Meeting of the Town of Front Royal, Virginia Town Council on _____ 2015, upon the following recorded vote:

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

Approved as to Form and Legality:

Douglas W. Napier, Esq., Town Attorney

Date: _____