



AGENDA
ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
June 5, 2025
5:30 p.m.

(1) CALL TO ORDER

(2) APPROVAL OF AGENDA

(3) APPROVAL OF MEETING MINUTES – May 1, 2025

(4) REPORTS

- A. Economic Development Director's Report
- B. Business Programs Report
- C. Monthly Financial Report
- D. Monthly Accounts Payable Report – (see May bills that have been paid)

EDA	
EDA Mileage – (May) meeting	\$119.49
Bedford Center	
Town of Bedford Power – CVCC	\$3,186.54
Peakview Landscaping – (May)	\$518.09
BRWA (May)	\$173.02
New London	
Southside Electric – (May)	\$603.72
Peakview Landscaping – (May)	\$1,575.00
Washington Street	
Peakview Landscaping (May)	\$400.50
Johnny on the Spot	\$350.00
TOTAL:	
	\$6,929.36

(5) TOWN OF BEDFORD

(6) BEDFORD CENTER FOR BUSINESS

- A. Consideration of approval of Trane five-year service agreement contract
- B. Review new MBC lease agreement

(7) MONTVALE CENTER FOR COMMERCE

(8) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

- A. Award of contract for New London Phase 2 Meade Road project

(9) WASHINGTON STREET PROPERTY

(10) OTHER BUSINESS

- A. Consideration of a request to close the Source4 performance agreement
- B. Ratify performance agreement with SML Packaging Solutions
- C. Adoption of FY2025-26 EDA budget



MINUTES

ECONOMIC DEVELOPMENT AUTHORITY OF THE COUNTY OF BEDFORD, VA
Bedford County Administration Ground Floor Training Room
122 E Main Street
Bedford, VA 24523
May 1, 2025
5:30 p.m.

Economic Development Authority:

Present: David Wells (District 1); Vicki Gardner (District 2); Wyatt Walton (District 3); Matthew Braud (District 4); Kristy Milton (District 5); Jimmy Robertson (District 6)

Staff Present: Pam Armstrong, Economic Development Director; Robert Hiss, County Administrator; Lauren Thurston, Business Programs Coordinator; Patrick Skelley, County Attorney; Niki Feazell, Economic Development Administrative Assistant, Ashley Anderson, Finance Director; Doug Coffman, Public Works Director

Absent: Jim Messier (District 7); Charla Bansley (Guest: Board of Supervisors, District 3)

Guests: Mickey Johnson (Board of Supervisors, District 1)

(1) CALL TO ORDER

Chairman Braud called the meeting to order at 5:30 p.m.

(2) APPROVAL OF AGENDA

Chairman Braud asked for motion to approve agenda. Ms. Gardner moved, seconded by Mr. Walton. Adopted Unanimously

(3) APPROVAL OF MEETING MINUTES – March 6, 2025

Chairman Braud asked for motion to approve March meeting minutes. Mr. Wells moved, seconded by Ms. Milton. Adopted Unanimously.

(4) CLOSED SESSION

At a regular meeting of the Economic Development Authority of the County of Bedford, Virginia held at the County Administration Building on the 1st day of May 2025 Chairman Braud asked for motion to enter closed session. Ms. Gardner moved, seconded by Board Member Mr. Walton to enter Closed Session pursuant to Section 2.2-3711 (A) (3) *Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.*

Closed Session pursuant to Section 2.2-3711 (A) (5), Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business or industry's interest in locating or expanding its facilities in the community.

Board Member Mr. Wells made a motion to move back into regular session; seconded by Board Member Ms. Milton.

(5) REPORTS

A. Economic Development Director's Report

- Director Armstrong attended a tour at CVCC and learned about a new pilot program to introduce youth to the workforce. Program will consist of 16-week course that then will act as concierge service to local employers looking for specific candidates.
- Director Armstrong also visited RA Tools in New London and learned they are currently in the process of ramping up marketing. Shirley Dotson with the VEDP was present, as was County Administrator Robert Hiss. Together they were able to provide RA Tools with information regarding the international sales team and marketing tools offered through the VEDP.
- Director Armstrong also visited Redco Machine Inc. in Bedford. They currently have 20 employees but need multiple machinists. They currently have steady production but due to the need for an additional workforce, some work is being turned away. Director Armstrong is working with them to make local connections and discussed a possible Bedford One Tour in the future to bring more awareness to their company.
- Next week Director Armstrong will be attending the Virginia Consultants Forum in Tyson, Virginia hosted by the Virginia Economic Development Partnership. This conference will also provide round-table discussions with site selectors to allow more visibility for Bedford County.
- Director Armstrong will also be attending a similar conference, Select USA, at the National Harbor in Maryland which will allow for more visibility for Bedford County with additional site selectors.
- Lots 10A and 12A in New London are progressing and communication reports are going well. An extension from the Tobacco Commission will be needed, however, as their initial end of May deadline request will not be met.
- EDA planning day August 22nd possible agenda presented. Discussion regarding potential facilitator as well as discussion regarding possible guest speaker from VEDP held. Save the date has been sent.

B. Business Programs Report

- In March the last Bedford ONE Tour of the school year was completed. Our students got an inside look at Framatome in Lynchburg, where they explored the world of nuclear energy and advanced manufacturing. After our visit to Framatome, we headed to the Lynchburg Regional Business Alliance, where students heard from BWXT about exciting careers in nuclear technology and innovation. An LRBA staff member also shared her career journey, offering valuable insights into the many pathways available in the industry. This Bedford ONE Tour showcased incredible career opportunities in the energy sector
- We have locked in dates for the next school year for Sentry Equipment, Bedford Memorial Hospital, and Terry Subaru and are in talks with several others.

- Liberty High School hosted a Reverse Career Fair for students planning to enter the workforce after graduation. Nearly a dozen students prepared resumes and set up booths to showcase their skills and impress local businesses. Two students received job offers from Southern Air, and another accepted a position with the Lynchburg Fire Department.
- CTE Signing Day at Susie G. Gibson is just under 2 weeks away and our team has been confirming students' employment and inviting businesses. Our Moneta Job Fair that was originally scheduled for March, was moved to May 29 and we have over 30 businesses participating.
- Our Business Appreciation Event at Clam Diggers/Venue 109 is next Thursday from 4PM – 6PM.

C. Monthly Financial Report

- Finance Director Ashley Anderson presented the most recent report as of March 31. Revenues and expenses for FY25 are both on target. Total cash available as of March 31 is \$2.7 million. Operating cash balance was high, Treasurer transferred \$240,000 to investment account, which brought balance up to \$2.1 million and maintaining a \$500k balance mark on the operating account. Large cashout flows are approaching, including the VBRSP grant match as well as the additional funds for New London.

D. Monthly Accounts Payable Report – (see March/April bills that have been paid)

EDA	
EDA Mileage – (March/April) meeting	\$238.98
Bedford Center	
Town of Bedford Power – CVCC (March/April)	\$6,707.05
Peaksview Landscaping – (March)	\$1,887.50
BRWA (March/April)	\$319.02
New London	
Southside Electric – (March/April)	\$1,207.44
Peaksview Landscaping – March/April)	\$3,150.00
Washington Street	
Peaksview Landscaping (March/April)	\$1,837.18
Witt Mechanical (March)	\$1,437.92
TOTAL:	
	\$16,785.09

- Nothing new to report.

(7) BEDFORD CENTER FOR BUSINESS

A. MBC lease renewal

- Current lease agreement being \$300.00 month, or \$3,600.00 per year expires in June of 2025. MBC is interested in renewing the lease. Director Armstrong presented potential lease renewal at 5 yr lease, at \$345.00. That increase will allow a 15% increase. Board Member Mr. Wells moved a motion to allow Divaris to review the current MBC lease for comparison and present recommendations to the board, Board Member Mr. Robertson seconded. Adopted Unanimously.

(8) MONTVALE CENTER FOR COMMERCE

- Nothing new to report.

(9) NEW LONDON BUSINESS AND TECHNOLOGY CENTER

A. Phase 2 project bid negotiation and award

- Scheduled for opening May at 3:00 p.m. Director Armstrong addressed the Board and asked for permission to award the lowest bidder with proper vetting if the bid falls within the project budget, if the lowest bid exceeds the grant amount, the staff request permission to negotiate the project scope with the VEDP and bring the bidder within the budget. Following the negotiations, if the lowest bid still exceeds the project budget, action would be presented back to the EDA for further direction. It was decided, once determination is made, to advise Board Members via email, if possible, of recommendations, and receive boards consensus prior to proceeding.

B. Consideration of a request to close the Damage Prevention Solutions Performance agreement and issue the final credit of the property.

- Agenda item summary presented. It was determined that Damage Prevention Solutions doubled the investment, hired less but the average annual compensation amount was met. Mr. Walton moved motion to close standing performance agreement, Mr. Wells seconded. Adopted Unanimously

(10) WASHINGTON STREET PROPERTY

- Renewal of lease to be signed and completed.
- Nothing additional to report.

(11) OTHER BUSINESS

A. Economic Development Week proclamation

- May 11th – May 17th, 2025. The Proclamation will be presented to the Board of Supervisors, May 12th. Mr. Walton moved motion to approve National Economic Development Week, Mr. Wells seconded. Adopted Unanimously.

B. FY26 EDA Budget discussion

- East Coast lease renewal and rent increase discussed with Divaris and it was determined the current going rate being \$6.00-\$12.00 per square foot. \$6.06 square foot

lease rate would be a substantial increase compared to their current \$4.04. Multiple scenarios were presented to the EDA. It was recommended to have a 15% initial increase with a 3% increase year-of-year for a 3-year lease to bring the lease up to the lower end of the current market rate. Ms. Milton asked that this information be presented back to Divaris for further rate determination.

- Additionally, demolition at East Coast was also discussed to allow removal of some concrete interior walls. It was again asked to be presented to Divaris for guidance in terms of if the cost is built into the lease or paid in a lump sum by East Coast.
- It was decided that any further action item regarding the FY26 Budget, along with potential lease increase for East Coast, as well as demolition cost coverage, be determined once FY26 Budget adopted by Board of Supervisors, and in effect May 27, 2025.

Adjourned 7:20 pm

Chairman

Secretary

Economic Development Authority
Income Statement
Summary Page
For The Month Ended April 30, 2025

	MTD Actual	YTD Actual
Revenues		
Interest On Bank Deposits	\$ 252.37	\$ 3,368.30
BRWA - Cell Tower Income	1,326.51	13,265.10
Interest On Investments	7,313.16	72,856.73
Recovered Costs - Belvac	-	2,045.51
Recovered Costs - Liberty Univ	-	3,669.08
Recovered Costs - RA Tools	-	546.11
Transfer From General Fd	-	43,055.00
Transfer From General Fd	-	120,000.00
VA DEPT of Forestry EDA GRNT	-	12,700.00
Property Rentals-Cvcc	-	142,296.00
Property Rentals-East Coast	10,106.67	101,066.70
Property Rentals - MBC	300.00	2,700.00
Property Rentals-Brewery	3,651.53	32,863.77
Sale Of Land Bldgs & Improve	-	210,000.00
Property Rentals	-	25,500.00
Property Rentals - Belvac	-	216,666.70
Total Revenues	\$ 22,950.24	\$ 1,002,599.00
Expenditures		
Accounting & Auditing Services	\$ -	\$ 8,400.00
Advertising Services	36.62	7,740.62
Conference & Education	-	2,130.00
Travel Mileage	119.49	868.96
Contributions To Cultural Orgs	-	2,500.00
General Liability Insurance	-	654.00
Automobile Liability Insurance	-	150.00
Property Insurance	-	10,233.00
Boiler And Machinery Insurance	-	1,236.00
Other Financial Insurances	-	675.00
Public Officials Insurance	-	182.00
Cyber Risk Insurance	-	100.00
Food & Meals Non-Travel	1,059.95	3,501.00
Miscellaneous Supplies	-	72.65
Signage	-	55.36
Bdone-Food Meals Non Travel	-	1,011.54
BSAPP - Food and Meals Non-Travel	-	446.88
Admin Salary -Skilled Services	-	15,110.40
Performance Incentives	-	5,000.00
Performance Incentives - Child	-	13,500.00

Transfer to CIP	-	50,000.00
New London Phase 2 Project	-	48,835.00
EDA VA Dept of FRSTRY Tree PRJ	-	12,700.00
Building Repair & Maint Svcs	-	53.36
Grounds Repair & Maint Svcs	518.09	5,985.18
Other Service Charges	(124.28)	266.43
CVCC - Building Repair & Maint Services	686.25	3,420.67
CVCC - Equipment Repair & Maint Services	-	23,315.78
CVCC - Electrical Service Charges	3,048.65	31,070.15
CVCC - Water & Sewer Charges	162.50	1,593.94
Cvcc-Building Materials	-	311.94
VCC - Debt Principal	1,174.18	11,202.63
VCC - Debt Interest	2,477.35	25,312.67
Attorney And Legal Services	-	30.00
A & E Services	-	3,800.00
Grounds Repair & Maint Svcs	-	1,175.40
Building Repair & Maint Svcs	-	4,357.28
Grounds Repair & Maint Svcs	1,975.50	6,555.50
Real Property Taxes	-	63.14
Building Materials	-	624.34
A & E Services	-	2,430.00
Building Repair & Maint Svcs	-	1,028.82
Grounds Repair & Maint Svcs	-	17,776.52
Electrical Service Charges	603.72	5,954.78
Building Materials	-	23.46
Building Repair & Mnt Svc-Blvc	-	9,135.00
Shell Bldg - Debt Principal	9,047.46	90,484.96
Shell Bldg - Debt Interest	3,747.03	37,459.94
Nlph2-A & E Services	39,068.00	39,068.00
Total Expenditures	<u>\$ 63,600.51</u>	<u>\$ 507,602.30</u>
Net Gain (Loss)	<u>\$ (40,650.27)</u>	<u>\$ 494,996.70</u>

	Operating	Investment	Total
Beginning Cash Balance	\$ 811,127.24	\$ 1,924,529.66	\$ 2,735,656.90
Cash Transfer from Checking to Invest.	(240,000.00)	240,000.00	
Net Gain (Loss)	(47,963.43)	7,313.16	(40,650.27)
Less: Accounts Payable	319.73	-	319.73
Less: Cell Tower Rent Rec'd in June	(1,326.51)	-	(1,326.51)
Ending Cash Balance	<u>\$ 522,157.03</u>	<u>\$ 2,171,842.82</u>	<u>\$ 2,693,999.85</u>

Economic Development Authority
Income Statement
Administration
For The Month Ended April 30, 2025

	MTD Actual	YTD Actual
Revenues		
Interest On Bank Deposits	\$ 252.37	\$ 3,368.30
BRWA - Cell Tower Income	1,326.51	13,265.10
Interest On Investments	7,313.16	72,856.73
Recovered Costs - Belvac	-	2,045.51
Recovered Costs - Liberty Univ	-	3,669.08
Recovered Costs - Ra Tools	-	546.11
Transfer From General Fd	-	43,055.00
Total Revenues	<u>\$ 8,892.04</u>	<u>\$ 138,805.83</u>
Expenditures		
Accounting & Auditing Services	\$ -	\$ 8,400.00
Advertising Services	36.62	7,740.62
Conference & Education	-	2,130.00
Travel Mileage	119.49	868.96
Contributions To Cultural Orgs	-	2,500.00
General Liability Insurance	-	654.00
Automobile Liability Insurance	-	150.00
Property Insurance	-	10,233.00
Boiler And Machinery Insurance	-	1,236.00
Other Financial Insurances	-	675.00
Public Officials Insurance	-	182.00
Cyber Risk Insurance	-	100.00
Food & Meals Non-Travel	1,059.95	3,501.00
Miscellaneous Supplies	-	72.65
Signage	-	55.36
Bdone-Food Meals Non Travel	-	1,011.54
BSAPP- Food and Meal Non-Travel	-	446.88
Admin Salary -Skilled Services	-	15,110.40
Total Expenditures	<u>\$ 1,216.06</u>	<u>\$ 55,067.41</u>
Net Gain (Loss)	<u><u>7,675.98</u></u>	<u><u>83,738.42</u></u>

Economic Development Authority
Income Statement
EDA Grants
For The Month Ended April 30, 2025

	MTD Actual	YTD Actual
Revenues		
VA DEPT Of Forestry EDA Grant	\$ -	\$ (12,700.00)
Total Revenues	\$ -	\$ (12,700.00)
Expenditures		
Transfer to CIP	-	50,000.00
New London Phase 2 Project	-	48,835.00
EDA VA DEPT Of FRSTRY Tree PRJ	-	12,700.00
Total Expenditures	\$ -	\$ 111,535.00
Net Gain (Loss)	-	(124,235.00)

**Economic Development Authority
Income Statement
Bedford Center for Business
For The Month Ended April 30, 2025**

	MTD Actual	YTD Actual
Revenues		
Property Rentals-Cvcc	\$ -	\$ 142,296.00
Property Rentals-East Coast	10,106.67	101,066.70
Property Rentals - MBC	300.00	2,700.00
Total Revenues	<u>\$ 10,406.67</u>	<u>\$ 246,062.70</u>
Expenses		
Building Repair & Maint Svcs	\$ -	\$ 53.36
Grounds Repair & Maint Svcs	518.09	5,985.18
Other Service Charges	(124.28)	266.43
CVCC - Building Repair & Maint Services	686.25	3,420.67
CVCC - Equipment Repair & Maint Services	-	23,315.78
CVCC - Electrical Service Charges	3,048.65	31,070.15
CVCC - Water & Sewer Charges	162.50	1,593.94
Cvcc-Building Materials	-	311.94
Total Expenditures	<u>\$ 4,291.21</u>	<u>\$ 66,017.45</u>
Net Gain (Loss)	<u><u>\$ 6,115.46</u></u>	<u><u>\$ 180,045.25</u></u>

**Economic Development Authority
Income Statement
Bedford Brewery
For The Month Ended April 30, 2025**

	MTD Actual	YTD Actual
Revenues		
Property Rentals-Brewery	\$ 3,651.53	\$ 32,863.77
Total Revenues	<u>\$ 3,651.53</u>	<u>\$ 32,863.77</u>
Expenses		
VCC - Debt Principal	\$ 1,174.18	\$ 11,202.63
VCC - Debt Interest	2,477.35	25,312.67
Total Expenditures	<u>\$ 3,651.53</u>	<u>\$ 36,515.30</u>
Net Gain (Loss)	<u><u>\$ -</u></u>	<u><u>\$ (3,651.53)</u></u>

**Economic Development Authority
Income Statement
Montvale Center for Commerce
For The Month Ended April 30, 2025**

	MTD Actual	YTD Actual
Revenues		
Sale Of Land Bldgs & Improve	\$ -	\$ 210,000.00
Total Revenues	\$ -	\$ 210,000.00
 Expenditures		
Attorney And Legal Services	\$ -	\$ 30.00
A & E Services	-	3,800.00
Grounds Repair & Maint Svcs	-	1,175.40
Total Expenditures	\$ -	\$ 5,005.40
Net Gain (Loss)	\$ -	\$ 204,994.60

**Economic Development Authority
Income Statement
Washington Street
For The Month Ended April 30, 2025**

	MTD Actual	YTD Actual
Revenues		
Property Rentals	\$ -	\$ 25,500.00
Total Revenues	\$ -	\$ 25,500.00
Expenditures		
Building Repair & Maint Svcs	\$ -	\$ 4,357.28
Grounds Repair & Maint Svcs	1,975.50	6,555.50
Real Property Taxes	-	63.14
Building Materials	-	624.34
Total Expenditures	\$ 1,975.50	\$ 11,600.26
Net Gain (Loss)	\$ (1,975.50)	\$ 13,899.74

**Economic Development Authority
Income Statement
New London
For The Month Ended April 30, 2025**

	MTD Actual	YTD Actual
Revenues		
Property Rentals - Belvac	\$ -	\$ 216,666.70
Total Revenues	\$ -	\$ 216,666.70
Expenditures		
A & E Services	\$ -	\$ 2,430.00
Building Repair & Maint Svcs	-	1,028.82
Grounds Repair & Maint Svcs	-	17,776.52
Electrical Service Charges	603.72	5,954.78
Building Materials	-	23.46
Building Repair & Mnt Svc-Blvc	-	9,135.00
Shell Bldg - Debt Principal	9,047.46	90,484.96
Shell Bldg - Debt Interest	3,747.03	37,459.94
Nlph2-A & E Services	39,068.00	39,068.00
Total Expenditures	\$ 52,466.21	\$ 203,361.48
Net Gain (Loss)	\$ (52,466.21)	\$ 13,305.22

Economic Development Authority
YTD Budget Report
Summary Page
For The Month Ended April 30, 2025

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Interest On Bank Deposits	\$ 1,350.00	\$ 3,368.30	\$ 2,018.30
BRWA - Cell Tower Income	15,918.00	13,265.10	(2,652.90)
Interest On Investments	72,000.00	72,856.73	856.73
Miscellaneous Revenue	-	-	-
Recovered Costs - Belvac	2,011.00	2,045.51	34.51
Recovered Costs - Damage Preve	542.00	-	(542.00)
Recovered Costs - Liberty Univ	3,606.00	3,669.08	63.08
Recovered Costs - Nanotouch	546.00	-	(546.00)
Recovered Costs - RA Tools	-	546.11	546.11
Smplm -Recovered Costs - Other	1,474.00	-	(1,474.00)
Transfer From General Fd	43,055.00	43,055.00	-
Transfer From Cip	400,000.00	-	(400,000.00)
Transfer From General Fd	120,000.00	120,000.00	-
NLPH2 State Grant Revenue	750,000.00	-	(750,000.00)
NLPH2 State Grant Revenue	1,500,000.00	-	(1,500,000.00)
VA DEPT Of Forestry EDA GRNT	12,700.00	12,700.00	-
Property Rentals - CVCC	142,296.00	142,296.00	-
Property Rentals-East Coast	121,280.00	101,066.70	(20,213.30)
Property Rentals - MBC	3,600.00	2,700.00	(900.00)
Property Rentals-Brewery	43,819.00	32,863.77	(10,955.23)
Sale Of Land Bldgs & Improve	-	210,000.00	210,000.00
Property Rentals	30,600.00	25,500.00	(5,100.00)
Property Rentals - Belvac	260,000.00	216,666.70	(43,333.30)
Total Revenues	\$ 3,524,797.00	\$ 1,002,599.00	\$ (2,522,198.00)
Expenditures			
Accounting & Auditing Services	\$ 8,400.00	\$ 8,400.00	\$ -
Advertising Services	10,000.00	7,740.62	2,259.38
Attorney And Legal Services	2,500.00	-	2,500.00
Equipment Repair & Maint Svcs	-	-	-
Conference & Education	1,000.00	2,130.00	(1,130.00)
Travel Mileage	1,500.00	868.96	631.04
Contributions To Cultural Orgs	-	2,500.00	(2,500.00)
General Liability Insurance	641.00	654.00	(13.00)
Automobile Liability Insurance	147.00	150.00	(3.00)
Property Insurance	10,291.00	10,233.00	58.00
Boiler And Machinery Insurance	1,212.00	1,236.00	(24.00)
Other Financial Insurances	662.00	675.00	(13.00)
Public Officials Insurance	179.00	182.00	(3.00)

Cyber Risk Insurance	98.00	100.00	(2.00)
Food & Meals Non-Travel	2,300.00	3,501.00	(1,201.00)
Miscellaneous Supplies	-	72.65	(72.65)
Signage	-	55.36	(55.36)
Contingency Funds	150,000.00	-	150,000.00
BDONE - Food and Meals Non-Travel	3,500.00	1,011.54	2,488.46
BSAPP - Food and Meals Non-Travel	2,500.00	446.88	2,053.12
Admin Salary -Skilled Services	28,319.00	15,110.40	13,208.60
Performance Incentives	90,000.00	5,000.00	85,000.00
Performance Incentives - Child	30,000.00	13,500.00	16,500.00
Transfer to CIP	50,000.00	50,000.00	-
New London Phase 2 Project	3,000,000.00	48,835.00	2,951,165.00
EDA VA DEPT of FRSTRY Tree PRJ	12,700.00	12,700.00	-
Building Repair & Maint Svcs	1,000.00	53.36	946.64
Grounds Repair & Maint Svcs	7,000.00	5,985.18	1,014.82
Other Service Charges	-	266.43	(266.43)
CVCC - Building Repair & Maint Services	5,000.00	3,420.67	1,579.33
Grounds Repair & Maint Svcs	3,000.00	-	3,000.00
CVCC - Equipment Repair & Maint Services	10,000.00	23,315.78	(13,315.78)
CVCC - Electrical Service Charges	38,000.00	31,070.15	6,929.85
CVCC - Water & Sewer Charges	2,000.00	1,593.94	406.06
Cvcc-Building Materials	-	311.94	(311.94)
ECOST - Equipment Repair & Maint Services	2,000.00	-	2,000.00
VCC - Debt Principal	14,290.00	11,202.63	3,087.37
VCC - Debt Interest	29,529.00	25,312.67	4,216.33
Attorney And Legal Services	-	30.00	(30.00)
A & E Services	-	3,800.00	(3,800.00)
Grounds Repair & Maint Svcs	1,600.00	1,175.40	424.60
Building Repair & Maint Svcs	5,000.00	4,357.28	642.72
Grounds Repair & Maint Svcs	1,500.00	6,555.50	(5,055.50)
Real Property Taxes	300.00	63.14	236.86
Building Materials	1,000.00	624.34	375.66
A & E Services	1,500.00	2,430.00	(930.00)
Building Repair & Maint Svcs	3,000.00	1,028.82	1,971.18
Grounds Repair & Maint Svcs	25,000.00	17,776.52	7,223.48
Electrical Service Charges	7,100.00	5,954.78	1,145.22
Building Materials	-	23.46	(23.46)
Building Repair & Mnt Svc-Blvc	-	9,135.00	(9,135.00)
Shell Bldg - Debt Principal	108,528.00	90,484.96	18,043.04
Shell Bldg - Debt Interest	45,006.00	37,459.94	7,546.06
Nlph2-A & E Services	-	39,068.00	(39,068.00)
Total Expenditures	<u>\$ 3,717,302.00</u>	<u>\$ 507,602.30</u>	<u>\$ 3,209,699.70</u>
Net Surplus (Deficit)	<u>\$ (192,505.00)</u>	<u>\$ 494,996.70</u>	<u>\$ 687,501.70</u>

Economic Development Authority
YTD Budget Report
Administration
For The Month Ended April 30, 2025

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Interest On Bank Deposits	\$ 1,350.00	\$ 3,368.30	\$ 2,018.30
BRWA - Cell Tower Income	15,918.00	13,265.10	(2,652.90)
Interest On Investments	72,000.00	72,856.73	856.73
Miscellaneous Revenue	-	-	-
Recovered Costs - Belvac	2,011.00	2,045.51	34.51
Recovered Costs - Damage Preve	542.00	-	(542.00)
Recovered Costs - Liberty Univ	3,606.00	3,669.08	63.08
Recovered Costs - Nanotouch	546.00	-	(546.00)
Recovered Costs - RA Tools	-	546.11	546.11
Smplm -Recovered Costs - Other	1,474.00	-	(1,474.00)
Transfer From General Fd	43,055.00	43,055.00	-
Transfer From Cip	400,000.00	-	(400,000.00)
Total Revenues	<u>\$ 540,502.00</u>	<u>\$ 138,805.83</u>	<u>\$ (401,696.17)</u>
Expenditures			
Accounting & Auditing Services	\$ 8,400.00	\$ 8,400.00	\$ -
Advertising Services	10,000.00	7,740.62	2,259.38
Attorney And Legal Services	2,500.00	-	2,500.00
Equipment Repair & Maint Svcs	-	-	-
Conference & Education	1,000.00	2,130.00	(1,130.00)
Travel Mileage	1,500.00	868.96	631.04
Contributions To Cultural Orgs	-	2,500.00	(2,500.00)
General Liability Insurance	641.00	654.00	(13.00)
Automobile Liability Insurance	147.00	150.00	(3.00)
Property Insurance	10,291.00	10,233.00	58.00
Boiler And Machinery Insurance	1,212.00	1,236.00	(24.00)
Other Financial Insurances	662.00	675.00	(13.00)
Public Officials Insurance	179.00	182.00	(3.00)
Cyber Risk Insurance	98.00	100.00	(2.00)
Food & Meals Non-Travel	2,300.00	3,501.00	(1,201.00)
Miscellaneous Supplies	-	72.65	(72.65)
Signage	-	55.36	(55.36)
Contingency Funds	150,000.00	-	150,000.00
BDONE - Food Meals Non Travel	3,500.00	1,011.54	2,488.46
BSAPP - Food Meals Non Travel	2,500.00	446.88	2,053.12
Admin Salary -Skilled Services	28,319.00	15,110.40	13,208.60
Total Expenditures	<u>\$ 223,249.00</u>	<u>\$ 55,067.41</u>	<u>\$ 168,181.59</u>
Net Surplus (Deficit)	<u>\$ 317,253.00</u>	<u>\$ 83,738.42</u>	<u>\$ (233,514.58)</u>

**Economic Development Authority
YTD Budget Report
EDA Grants
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
NLPH2 State Grant Revenue	\$ (750,000.00)	\$ -	\$ 750,000.00
NLPH2 State Grant Revenue	(1,500,000.00)	-	1,500,000.00
VA DEPT Of Forestry EDA GRNT	(12,700.00)	(12,700.00)	-
Total Revenues	<u>\$ (2,262,700.00)</u>	<u>\$ (12,700.00)</u>	<u>\$ 2,250,000.00</u>
Expenditures			
Transfer to CIP	\$ 50,000.00	\$ 50,000.00	\$ -
New London Phase 2 Project	3,000,000.00	48,835.00	2,951,165.00
EDA VA DEPT of FRSTRY Tree PRJ	12,700.00	12,700.00	-
Total Expenditures	<u>\$ 3,062,700.00</u>	<u>\$ 111,535.00</u>	<u>\$ 2,951,165.00</u>
Net Surplus (Deficit)	<u><u>\$ (5,325,400.00)</u></u>	<u><u>\$ (124,235.00)</u></u>	<u><u>\$ 5,201,165.00</u></u>

**Economic Development Authority
YTD Budget Report
Bedford Center for Business
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Property Rentals - CVCC	\$ 142,296.00	\$ 142,296.00	\$ -
Property Rentals - East Coast	121,280.00	101,066.70	(20,213.30)
Property Rentals - MBC	3,600.00	2,700.00	(900.00)
Total Revenues	<u>\$ 267,176.00</u>	<u>\$ 246,062.70</u>	<u>\$ (21,113.30)</u>
Expenditures			
Building Repair & Maint Svcs	\$ 1,000.00	\$ 53.36	\$ 946.64
Grounds Repair & Maint Svcs	7,000.00	5,985.18	1,014.82
Other Service Charges	-	266.43	(266.43)
CVCC - Building Repair & Maint Services	5,000.00	3,420.67	1,579.33
Grounds Repair & Maint Svcs	3,000.00	-	3,000.00
CVCC - Equipment Repair & Maint Services	10,000.00	23,315.78	(13,315.78)
CVCC - Electrical Service Charges	38,000.00	31,070.15	6,929.85
CVCC - Water & Sewer Charges	2,000.00	1,593.94	406.06
Cvcc-Building Materials	-	311.94	(311.94)
ECOST - Equipment Repair & Maint Services	2,000.00	-	2,000.00
Total Expenditures	<u>\$ 68,000.00</u>	<u>\$ 66,017.45</u>	<u>\$ 1,982.55</u>
Net Surplus (Deficit)	<u><u>\$ 199,176.00</u></u>	<u><u>\$ 180,045.25</u></u>	<u><u>\$ (23,095.85)</u></u>

**Economic Development Authority
YTD Budget Report
Bedford Brewery
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Property Rentals-Brewery	\$ 43,819.00	\$ 32,863.77	\$ (10,955.23)
Total Revenues	\$ 43,819.00	\$ 32,863.77	\$ (10,955.23)
Expenditures			
VCC - Debt Principal	\$ 14,290.00	\$ 11,202.63	\$ 3,087.37
VCC - Debt Interest	29,529.00	25,312.67	4,216.33
Total Expenditures	\$ 43,819.00	\$ 36,515.30	\$ 7,303.70
Net Surplus (Deficit)	\$ -	\$ (3,651.53)	\$ (3,651.53)

**Economic Development Authority
YTD Budget Report
Montvale Commerce Center
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Sale Of Land Bldgs & Improve	\$ -	\$ 210,000.00	\$ 210,000.00
Total Revenues	\$ -	\$ 210,000.00	\$ 210,000.00
Expenditures			
Attorney And Legal Services	\$ -	\$ 30.00	\$ (30.00)
A & E Services	-	3,800.00	(3,800.00)
Grounds Repair & Maint Svcs	1,600.00	1,175.40	424.60
Total Expenditures	\$ 1,600.00	\$ 5,005.40	\$ (3,405.40)
Net Surplus (Deficit)	\$ (1,600.00)	\$ 204,994.60	\$ 206,594.60

**Economic Development Authority
YTD Budget Report
Washington Street
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Property Rentals	\$ 30,600.00	\$ 25,500.00	\$ (5,100.00)
Total Revenues	\$ 30,600.00	\$ 25,500.00	\$ (5,100.00)
Expenditures			
Building Repair & Maint Svcs	\$ 5,000.00	\$ 4,357.28	\$ 642.72
Grounds Repair & Maint Svcs	1,500.00	6,555.50	(5,055.50)
Real Property Taxes	300.00	63.14	236.86
Building Materials	1,000.00	624.34	375.66
Total Expenditures	\$ 7,800.00	\$ 11,600.26	\$ (3,800.26)
Net Surplus (Deficit)	\$ 22,800.00	\$ 13,899.74	\$ (8,900.26)

**Economic Development Authority
YTD Budget Report
New London
For The Month Ended April 30, 2025**

	Revised Budget	YTD Actual	Budget Surplus/(Deficit)
Revenues			
Property Rentals - Belvac	\$ 260,000.00	\$ 216,666.70	\$ (43,333.30)
Total Revenues	\$ 260,000.00	\$ 216,666.70	\$ (43,333.30)
Expenditures			
A & E Services	\$ 1,500.00	\$ 2,430.00	\$ (930.00)
Building Repair & Maint Svcs	3,000.00	1,028.82	1,971.18
Grounds Repair & Maint Svcs	25,000.00	17,776.52	7,223.48
Electrical Service Charges	7,100.00	5,954.78	1,145.22
Building Materials	-	23.46	(23.46)
Building Repair & Mnt Svc-Blvc	-	9,135.00	(9,135.00)
Shell Bldg - Debt Principal	108,528.00	90,484.96	18,043.04
Shell Bldg - Debt Interest	45,006.00	37,459.94	7,546.06
Nlph2-A & E Services	-	39,068.00	(39,068.00)
Total Expenditures	\$ 190,134.00	\$ 203,361.48	\$ (13,227.48)
Net Surplus (Deficit)	\$ 69,866.00	\$ 13,305.22	\$ (56,560.78)



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 6A

MEETING DATE: June 5, 2025

MEETING TYPE: Business Meeting

ITEM TITLE: Consideration of HVAC service agreement for Bedford CVCC

SUMMARY

Trane has been servicing the CVCC building in Bedford for many years and attached for review is a five-year maintenance renewal that covers the preventative maintenance scope for the package units and automation systems at CVCC. Pricing complies with Omnia cooperative purchasing, and the pricing presented is relatively flat despite the nationwide inflation over the last 5 years. They have a good scope of services and haven't had too many issues on the site.

Staff Recommendation:

Five-year contract option.



TRANE®

LET'S GO BEYOND™

Trane U.S. Inc.
2303 Trane Drive
ROANOKE, VA 24017
Phone: (540) 563-2828

April 30, 2025

Doug Coffman
Bedford Community College
1633 Venture Blvd
Bedford, VA 24523

CO-OP QUOTE NUMBER: E4-162076-25-004
CO-OP CONTRACT NUMBER: Omnia Racine #3341
TRANE PROPOSAL ID: 8095884

ATTENTION: Mr. Coffman

SUBJECT: Continuation of Service Agreement: HVAC Preventative Maintenance

SCOPE OF SERVICE: Bedford CVCC

Your Trane Service Agreement is scheduled for renewal on July 1, 2025. To assure that there will be no interruption of service and benefits to Bedford CVCC your Service Agreement will be continued – pricing complies with Omnia Cooperative Purchasing which complies and satisfies competitive bid requirements. The adjusted Service Fees for the renewal term for all sites is set forth in the following table.

The following "Covered Equipment" will be serviced at Bedford Community College:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
50 Ton Packaged Commercial Rooftop	1	Trane	TCH600B40Y	C20A00050	

Description

Quantity Per Term

Voyager Cooling Pre-Season Annual Inspection
Voyager Electric Heat Pre-Season Annual Inspection
Voyager Operational Inspection

1
1
2

Voyager Cooling Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection
 - o Inspect supply fan sheaves and pulleys for wear and alignment. Adjust alignment if necessary
 - o Inspect belt condition and tension
 - o Check fan bearing grease line connections if applicable

- o Check bearing and lubricate motor bearings as necessary
 - o Clean fan wheels and fan shaft
 - o Rotate fan blades to ensure ease of rotation. Adjust as needed
 - o Check motor bracket bolt torque and bearing set screw torque for tightness. Refer to IOM
 - o Document any unusual wear
- Supply Fan Variable Frequency Drive Maintenance
- Remove Access Panels or Open Access Doors
- Meg Compressor Motor
- Electrical Inspection
 - o Check contractor connections, remove covers and check contacts. Clean if necessary
 - o Check all spade connections and plug connections
 - o Check load side of disconnect to make sure they are secured
 - o Check wire installation for wear or discoloration due to excessive heat
 - o Strap and secure as necessary
 - o Remove access panel and check electrical connections inside motor terminal box or terminal strip
- Filter Inspection And Change
- Reinstall Access Panels or Close Access Doors
- Micro Channel Coil Cleaning
 - o Follow Trane IOM for proper coil cleaning procedure
 - o Straighten any bent fins with a fin comb
 - o Provide coil cleaner as required
- Condensate Drip Pan Treatment
 - o Trane provides algae tabs
- Remove Lock Out Tag Out
- Verify Economizer Damper Operation
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
 - o With unit in a stable running condition, follow Trane IOM for cooling pre-season log and evaluate system operation
 - o Verify sensors are calibrated
 - o Document readings and operating conditions
 - o Bring unusual occurrences or needed repairs to customers attention
- Return Unit to Normal Operation

Voyager Electric Heat Pre-Season Annual Start Up

Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Electrical Inspection
 - o Check contractor connections, remove covers and check contacts. Clean if necessary
 - o Check all spade connections and plug connections
 - o Check load side of disconnect to make sure they are secured
 - o Check wire installation for wear or discoloration due to excessive heat
 - o Strap and secure as necessary
 - o Remove access panel and check electrical connections inside motor terminal box or terminal strip
- Filter Inspection And Change
 - o Trane supply's filters
- Reinstall Access Panels or Close Access Doors
- Condensate Drip Pan Treatment
 - o Trane provides algae tabs
- Remove Lock Out Tag Out
- Check Economizer Damper
- Pre-Start Check

- Start Up Seasonal Heating-Electric
- Manual Log With Electronic Device
 - o With unit in a stable running condition, follow Trane IOM for cooling pre-season log and evaluate system operation
 - o Verify sensors are calibrated
 - o Document readings and operating conditions
 - o Bring unusual occurrences or needed repairs to customers attention
- Return Unit to Normal Operation

Voyager Operational Inspection

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Remove Access Panels or Open Access Doors
- Filter Inspection And Change
 - o Trane provides filters
- Reinstall Access Panels or Close Access Doors
- Check Economizer Damper
- Manual Log With Electronic Device
 - o With unit in a stable running condition, follow Trane IOM for cooling pre-season log and evaluate system operation
 - o Verify sensors are calibrated
 - o Document readings and operating conditions
 - o Bring unusual occurrences or needed repairs to customers attention
- Return Unit to Normal Operation

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12.5 Ton Packaged Unitary Cooling Rooftop	1	Trane	TSH150G4RN	200310231D	
7 Ton R-410A PKGD Unitary Cooling Rooftop	1	Trane	TSC072H4RG	200111750L	

Description**Quantity Per Term**

Cooling Pre-Season Annual Inspection

1

Operational Inspection

3

Cooling Pre-Season Annual

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
 - o Inspect supply fan sheaves and pulleys for wear and alignment. Adjust alignment if necessary
 - o Inspect belt condition and tension
 - o Check fan bearing grease line connections if applicable
 - o Check bearing and lubricate motor bearings as necessary
 - o Clean fan wheels and fan shaft
 - o Rotate fan blades to ensure ease of rotation. Adjust as needed
 - o Check motor bracket bolt torque and bearing set screw torque for tightness. Refer to IOM
 - o Document any unusual wear
- Bearing Lubrication
- Filter Inspection And Change
- Check Damper
- Condensate Drip Pan Treatment
 - o Trane provides algae tabs
- Condenser Coil Cleaning (With Splitting Coil)
 - o Follow Trane IOM for proper coil cleaning procedure
 - o Straighten any bent fins with a fin comb

- o Provide coil cleaner as required
- Meg Compressor Motor
- Electrical Inspection
 - o Check contractor connections, remove covers and check contacts. Clean if necessary
 - o Check all spade connections and plug connections
 - o Check load side of disconnect to make sure they are secured
 - o Check wire installation for wear or discoloration due to excessive heat
 - o Strap and secure as necessary
 - o Remove access panel and check electrical connections inside motor terminal box or terminal strip
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling

Operational Inspection

Description

- Unitary Visual Equipment Inspection
- Filter Inspection And Change
 - o Trane provides filters
- Condensate Drip Pan Treatment
 - o With unit in a stable running condition, follow Trane IOM for cooling pre-season log and evaluate system operation
 - o Verify sensors are calibrated
 - o Document readings and operating conditions
 - o Bring unusual occurrences or needed repairs to customers attention

SYSTEMS COVERAGE

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Building Automation System	1	Trane	Tracer SC +		BCU

EMERGENCY ON SITE RESPONSE

With emergency on-site response, Trane responds to emergency service requests with a physical presence at the facility. Depending on the specific contractual coverage, the on-site dispatch will either be covered under the terms of the agreement or treated as a billable service call.

Onsite Response in Emergencies. 24/7 Service Dispatching using service number 540-563-2828

FULL SYSTEM BACKUP - Annually

Trane will complete recurring, comprehensive backups of local control panels, along with the Tracer database and graphics. In the event of a serious error or catastrophic event, the full system can be restored to the last known settings in a matter of hours.

Equipment Covered: Tracer SC+ System Database

SOFTWARE UPGRADES - Annually

New software versions and enhancements are periodically released and installed by Trane technicians to improve building operation and extend the life of the building automation system and controls. Software upgrade may require a workstation hardware upgrade.

Equipment Covered: One (1) Trane Tracer SC+ Building Controller

ONE YEAR CONTRACT OPTION

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1: 2025 - 2026	\$8,450.00	\$8,450.00	Annual

FIVE YEAR CONTRACT OPTION

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1: 2025 - 2026	\$7,700.00	\$7,700.00	Annual
Year 2: 2026 - 2027	\$7,931.00	\$7,931.00	Annual
Year 3: 2027 - 2028	\$8,168.00	\$8,168.00	Annual
Year 4: 2028 - 2029	\$8,413.00	\$8,413.00	Annual
Year 5: 2029 - 2030	\$8,670.00	\$8,670.00	Annual

☐ Service Fee Discount. **A one-time 4.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice.** This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option. This agreement can be amended or cancelled at any duration of the term.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,



Mac Michals
Account Manager – Trane

CUSTOMER ACCEPTANCE and SERVICE COMPANY APPROVAL:

CUSTOMER ACCEPTANCE:

By: _____

Title: _____

Acceptance Date: _____

Purchase Order # _____

SERVICE COMPANY APPROVAL:

By: _____

Title: _____

Acceptance Date: _____

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to

replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in

which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be

proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's

payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)

Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows: "**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "**Personal Data**" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted

and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's

monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024

Supersedes: November 2023v2

Appendix

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment. Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months. Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 8A

MEETING DATE: June 5, 2025

MEETING TYPE: Business Meeting

ITEM TITLE: Award of contract for New London Phase 2 Meade Road project

SUMMARY

The bid (IFB 2025-34) opening for the New London Phase 2 Meade Road project occurred on May 3, 2025, and Haymes Brothers, Inc. was the lowest bid at \$1,730,650. The company will provide services for clearing and grubbing of two lots in the New London Business & Technology Center, installation of a gravel road extending from Meade Road to access the two lots, waterline, underground electric and communications line extensions, stormwater basins, associated earthwork and grading, erosion and sediment controls, and all work incidental to the project.

The project is scheduled to commence by mid-June and be completed by the end of January 2026.

Staff Recommendation:

Authorize County Administration to sign the contract for IFB 2025-34.

**CONTRACT FOR
New London Phase 2 Meade Road**

THIS CONTRACT is made effective this ____ day of _____, 2025 by and between the **County of Bedford, Virginia**, acting by and through the County Administrator, hereinafter referred to as the "**County**," and Haymes Brothers, Inc. or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor**".

WHEREAS, in response to the County's Invitation For Bids (IFB) #2025-34 entitled New London Phase 2 Meade Road, the Contractor has submitted a timely bid to provide services as described in its sealed bid (Exhibit A), and the County desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the County of Bedford, and other good and valuable consideration, the parties covenant and agree as follows:

1. **Statement of Work.** The Contractor shall provide services for clearing and grubbing of two lots in the New London Business & Technology Center (NLBTC), installation of a gravel road extending from Meade Road to access the two lots, waterline, underground electric and communications line extensions, stormwater basins, associated earthwork and grading, erosion and sediment controls, and all work incidental to the project, in accordance with the provisions of this Contract, to include and incorporate by reference: all requirements, terms and conditions of the County's IFB inclusive of addenda; the Contractor's bid (Exhibit A); and all Exhibits of this Contract.
2. **Payment.** The County shall pay the Contractor for goods/services rendered in the amount(s) as identified in its Bid. Invoice Payment Terms shall be Net 45.
3. **Performance Period.** The Contractor shall commence work on 6/1/2025 and complete work/provide all deliverables within 240 calendar days after receipt of Notice to Proceed.
4. **Liquidated Damages.** The Contractor shall be liable for and shall pay the Owner \$500.00 for each calendar day of delay past the stipulated Performance Period ending date. Contractor further agrees that Owner may deduct and retain all such liquidated damages out of any money due Contractor under the terms of this Contract.
5. **Independent Contractor.** Contractor is an independent contractor, and its employees shall not be classified as County employees and shall not claim nor receive any County employee benefits (such as worker's compensation, accident, or health insurance, etc.).
6. **Non-exclusive.** This Contract is non-exclusive. County may contract with other entities for the same or similar services without liability or obligation to Contractor.
7. **Certification of Compliance with Immigration Laws and Regulations.** As specified and agreed in Contractor's bid response, Contractor certifies compliance with Immigration Laws and Regulations, in accordance with Exhibit B.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance Exhibit C.
9. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The County Administrator or his designee may execute such amendments on behalf of the County.
10. **Suspension or Termination.** The County may terminate this Contract for convenience or cause as specified in the IFB.
11. **Required Notifications.** Contractor shall immediately notify the County in case of emergency, injury to persons, or damage to equipment or property.

12. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

Contractor:

Keith Bishop
440 Hawkins Ridge Rd
Chatham, VA 24531

County:

Robert Hiss
122 E Main St, Suite 202
Bedford, VA 24523

13. **Terms and Conditions.** Except as may otherwise be stated above, all requirements, terms, and conditions of the County's IFB; and as may otherwise be included as an Exhibit to this Contract shall apply to the Contract.
14. **Escrow Agreement.** In order to assure full and satisfactory performance by the Contractor of its obligations under the contract, the County is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. Reference Exhibit D.
15. **Requirement for AI Systems.**

In the event an AI incident, at the request of the County, the Contractor shall thoroughly investigate their systems of any suspected AI incident and promptly report findings to the County. An "AI incident" is an alleged harm or near harm event to people, property, reputation, or technical integrity of the environment where an AI system is implicated. Examples of AI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

Name of Contractor

BY _____

Print or Type Name

TITLE _____

COUNTY OF BEDFORD, VIRGINIA

BY _____

Print or Type Name

TITLE _____

County Attorney Use Only APPROVED AS TO FORM	

_____ County Attorney	_____ Date



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 10A

MEETING DATE: June 5, 2025

MEETING TYPE: Business Meeting

ITEM TITLE: Close out Source4 Performance Agreement

SUMMARY

On April 26, 2022, Source4 entered into a three-year performance agreement with the EDA. The company received a \$10,000 incentive in exchange for its commitment to invest \$4.5M in the building expansion and hire 30 new full-time employees with an average base salary of \$30,000 plus an additional \$5,000 in benefits in 36 months.

The company completed its expansion in 2022 and has hired 38 new full-time employees with an average base pay of \$31,431 plus overtime and bonuses as well as insurance, paid holidays, PTO, and 401K match.

The assessed value of the property increased by more than \$5M after the improvement.

Staff Recommendation:

Close out the performance agreement.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 10B

MEETING DATE: June 5, 2025

MEETING TYPE: Business Meeting

ITEM TITLE: Ratify performance agreement with SML Packaging Solutions

SUMMARY

In a closed session at the May 2025 EDA meeting, the EDA agreed to a \$5,000 incentive for SML Packaging Solutions. The company agrees to invest \$75,000 at its Forest facility and has committed to hiring an additional 2 people with an annual gross salary of \$40,000 for a total of 14 full-time employees over the next two years.

The EDA will provide the \$5,000 at the end of the two-year term contingent upon the \$75,000 investment and the new employees being on the payroll for at least the last six months immediately preceding the June 6, 2027.

Staff Recommendation:

Staff asks for the ratification of the performance agreement with SML Packaging Solutions.



BEDFORD COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Agenda Item Summary

AGENDA ITEM # 10C

MEETING DATE: June 5, 2025

MEETING TYPE: Business Meeting

ITEM TITLE: Adopting and Appropriating the FY2025-26 Bedford County EDA Budget

SUMMARY

No changes have been made to the budget as presented at the May EDA meeting, but as a reminder, the proposed budget includes the following:

\$917,064 budgeted in EDA revenues including interest earnings, rental income, funding from Bedford County, and other recovered costs.

\$760,980 budgeted for expenditures including administrative costs, performance incentives, facilities and grounds maintenance, and loan payments for Bedford Brewery and the Belvac building.

This leaves a net surplus of \$156,084.

If lease revenues or expenditures change, those costs will be appropriated, as needed.

Staff Recommendation:

Adopt and appropriate the FY 2025-26 Bedford County EDA Budget as summarized.

556 EDA SUMMARY					
	FY 23 ACTUAL	FY 24 ACTUAL	YTD AS OF 1/31/25	FY 25 BUDGET	FY 26 PROPOSED
EDA REVENUES					
INTEREST EARNINGS	20,346	53,355	56,017	89,268	90,918
PROPERTY RENTALS	605,050	599,048	414,481	601,595	654,769
GRANT REVENUES	-	-	-	2,262,700	-
MISCELLANEOUS	2,857	66,148	-	-	-
RECOVERED COSTS	5,496	7,462	546	8,179	8,322
TRANSFERS FROM BEDFORD COUNTY	172,714	163,055	163,055	563,055	163,055
TOTAL EDA REVENUES	806,463	889,067	634,099	3,524,797	917,064
EDA EXPENDITURES					
ADMINISTRATION	58,356	117,030	49,616	223,249	234,441
PERFORMANCE INCENTIVES	-	30,000	5,000	120,000	120,000
EDA GRANTS	-	-	62,700	3,062,700	-
BEDFORD CENTER FOR BUSINESS	62,517	54,509	45,452	68,000	157,485
BEDFORD BREWERY	43,818	43,818	25,561	43,819	43,819
MONTVALE CENTER FOR COMMERCE	6,170	784	5,005	1,600	1,600
WASHINGTON STREET	2,721	241,206	4,445	7,800	11,300
NEW LONDON BUSINESS & TECH CENTER	214,280	319,570	122,783	190,134	192,335
TOTAL EDA EXPENDITURES	387,862	806,917	320,561	3,717,302	760,980
NET SURPLUS/(DEFICIT)	418,601	82,150	313,538	(192,505)	156,084