

## BOARD OF SUPERVISORS

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County Administrator

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Clerk to the Board

## COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 Fax (434) 591-1911 www.fluvannacounty.org

August 11, 2023

Theresa Hunter
Interim Assistant Chief of Administration
Virginia Department of Fire Programs
1005 Technology Park Drive
Glen Allen, VA 23059-4500

Dear Ms. Hunter;

I am writing on behalf of Fluvanna County and the Fluvanna County Fire and Rescue Association to request the Virginia Fire Services Board's (VFSB) consideration for approval for the use of a container type structure for our live fire training structure grant that was awarded in August 2017. In addition, we are requesting a "No Cost Extension" through November 15, 2025 to complete our project.

Fluvanna County and the Fluvanna Fire and Rescue Association have been working continuously on this project since the grant was received to design and construct a cost-effective structure to meet our County's critical fire training needs. Over the years, the County encountered multiple unsuccessful and/or costly solicitation results, engaged in multiple needed cost saving redesign efforts to cut costs and have still encountered increased construction costs.

We do have a building design plan completed and a building permit issued for the project. However, the redesign and most recent solicitation for the project has yet to accomplish a cost effective project less than a million dollars. This outcome has left our small rural county once again going back to the drawing board to look at alternatives.

Our local live fire training building committee and I recently received a presentation and some preliminary pricing for a container type fire training structure. We understand approvals have been granted by the VFSB for other localities, namely the City of Richmond and Goochland County within the last 6 months to utilize a container type structure (Prototype IV Class B). Fluvanna County respectively requests the same consideration could be granted to us to bring this needed project to fruition. Fluvanna County is interested in constructing a Prototype IV Class A structure that could provide additional valuable data for heat and training.

Fluvanna County and the Fluvanna Fire and Rescue Association thank you in advance for your thoughtful consideration and we appreciate your assistance with this request to present to the VFSB at the September meeting. Please feel free to reach out if you have any questions at all.

Respectfully Submitted,

Eric M. Dahl County Administrator



Commonwealth of Virginia
Department of Fire Programs

Live Fire Structure Grant Application Construction, Renovation, or Repair

A.	Applicant Information	
1.	Title of Jurisdiction  Making Application  (Check ☑ only one, then make entry)	County of  X City of Hopewell Incorporated Town of
2.	Employer Identification Number (EIN)	
3.	Principal Point of Contact	(Include salutation, name & title.)  Captain Adam Schuknecht
4.	Mailing Address (Include zip code+4)  Identify COUNTY if appropriate →	200 S. Hopewell St Hopewell, VA 23860
5.	Telephone Number	( 804 541-2288
6.	FAX Number	
7.	Internet e-mail address	ASCHUKNECHT@HOPEWELLVA.GOV
8.	Application Scope (Check ☑ only one)	Sole Jurisdiction as identified in [A]  Multiple Jurisdictions - Complete [F]
B.	Facility Information (Burn Building)	The term "burn building" refers to an unoccupied structure.  The purpose of the Burn Building is to provide live fire training to fire service personnel in support of Fire Fighter I and Fire Fighter II  Training throughout the Commonwealth of Virginia.
1.	Current / Proposed Owner of Facility	(Party holding ito hold title to the property)  City of Hopewell
2.	In-Service Date or Age of Structure	(Leave blank if NOT an existing structure as reported in [C1] below.)  Date X Unknown  If unknown, enter approximate age in years 50
3.	Address of Structure	200 South Hopewell St
	(If appropriate, identify COUNTY where located.)	Hopewell, VA 23860
4.	Will the renovation or repair bring the the appropriate NFPA 1403 signage?  If no, explain in 6. Comments.	burn building into compliance with the current standard of NFPA 1403, including
5.	Will the construction of the burn building	be in compliance with the current edition of Sections I through IV of the Summary included in the VDFP Project Manual for Burn Building Props and the current
	If no, explain in 6. Comments.	X Yes No N/A
6.	Comments (pertaining to Facility)	None
	Current Burn Building is beyond re	pair and can not be used.

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3.	Facility Usage	
	Number of annual burns	VDFP FFI Burns 2
	(must be documented)	(in compliance with NFPA 1403 standards)
	(for New construction, this figure is	VDFP FFII Burns 2
	projected)	(in compliance with NFPA 1403 standards)
		In-Service Burns 12
		Other Burns
		(specify types of burns)
		Other Burns
		(specify types of burns)
i	Travel to another facility	Distance traveled to closest alternate facility
		(in miles)
		Time traveled to closest alternate facility
		(rounded to whole hours)
	Other localities served	Name of Locality Colonial Heights Fire and EMS
	(list number of stations and number of	Number of stations 2
	firefighters served for each locality)	Number of Firefighters 55
	Marklan apparation this farms in	
	(for New construction, this figure is projected)	Name of Locality Petersburg Fire Department
		Number of stations 5
		Number of Firefighters 70
	(if more than 5 localities are served, additional	
	localities must be included on Additional Localities Served tab)	Name of Locality Dinwiddie Fire and EMS
		Number of stations 6
		Number of Firefighters 130
		Number of Filengitters 100
		Name of Locality
		Number of stations
		Number of Firefighters
		Name of Locality
		Number of stations
		Number of Firefighters
		TOTAL NUMBER OF STATIONS SERVED (from above and add')
		TOTAL NUMBER OF FIREFIGHTERS SERVED (from above and add')
	Maintenance of facility	Annual Maintenance Inspections Yes No
		(documentation of annual inspections MUST be provided with application for
	(for New construction, skip Section C.4. Section E.2. MUST be completed)	inspections conducted after 12/2007)
	occion E.E. most be completed)	Previous Repair Projects Yes No
		(documentation MUST be provided with application for most recent repairs)

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D.	Project Description	
1.	Level of work proposed (Check Ø only one)	NEW Construction where no such structure previously existed  RENOVATION of an existing burn building or substantially similar structure  REPAIR of an existing burn building (up to \$50,000)
2.	Type of Building (proposed or existing)	X Class A fuel Prototype I plans (brick, block, concrete) X Prototype II plans (steel frame) Other*
		1,280 Square Footage of Building (proposed or existing)  1 Number of Burn Rooms on 1st floor Number of Burn Rooms on 2nd floor
11		For New Construction:  *If building plans deviate from Prototype I or II, applicant MUST define building concept and include proposed plans with application.
		For Renovations or Repairs;  *If building plans deviate from Prototype I or II, applicant MUST include copy of existing building plans with proposed renovations/repairs.
3.	Architectural and/or Engineering (A/E) (Check Ø only one for each)	Has an A/E study already been completed?  Yes X No Not Applicable  If so, is a copy attached to this application?  Yes X No Not Applicable
4.	Condemnation and/or fitness for use	time of application?  X Yes No If yes, is there currently a scheduled date to remove the
	{Leave [C4] blank if this application is for totally new construction; otherwise Check ☑ only one for each statement.)	structure from service?  If yes, enter the month & year:  If not presently in service, has this structure been condemned by a building official or other such entity legally empowered to do so?  X Yes No Not Applicable  X Yes No Not Applicable

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E. Financial Plan	An estimated project budget must be attached to this application.			
1. Project Budget (Capital Expend)	For rer	novation/repair proje	ects, contractor estimates must be attached.	
a. Expense				
Estimated Cost of Construction     (Enter or check ☑)	\$	750,000.00	Unknown at time of application	
ii. Estimated A/E Costs (Enter or check ☑)	\$	50,000.00	Unknown at time of application	
III. Estimated Total Costs (Enter or check ☑)	\$	800,000.00	Unknown at time of application	
b. Revenue		h		
Grant Funding Being Requested     New construction maximum \$450,000	\$	450,000.00		
II. Matching / Cost Share Funds	\$	160,000.00		
III. Source of Matching Funds (local contributions, donations, etc.)	City app	roved Budget/ Alloc	cated Money	
2. Operating Budget (Maint. Expend)		8		
a. Is there a financial agreement     among partnering localities?		X	No Not Applicable	
b. Is there a local budget for annual maintenance costs?	12/	Yes	X No	
c. Is there a local budget for annual inspection costs?		Yes	X No	
d. Is there a local budget for 5-year inspection costs?		Yes	X No	

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F. Additional Parties of Interest  (Mark N/A and skip section [D] if not applicable - see [A.8])		Identify hereunder ALL jurisdictions (Not their Departments) otherwise participating in the proposed project. Attach additional sheets as may be required.				
1.	NON-Applicability	No parties other than the jurisdiction identified in [A] above.				
2.	Formal Agreement Among Parties	Is there a formal agreement among parties with regard to the proposed project?  Yes X No  If yes, is a copy attached to this application?  Yes X No  Is there a formal agreement among parties with regard to the shared use of the facility?  If yes, is a copy attached to this application?  Yes X No				
2a.	{ Reproduce and complete as r Complete one each for ALL other Parties of Interest	many additional blocs as may be necessary for complete disclosure. }  Number 2 of a total of 4 parties to proposed project				
2b.	Other Parties of Interest  Title of Jurisdiction  (Check ☑ only one, then make entry)	County of  City of  Incorporated Town of				
2c.	Employer Identification Number (EIN)					
2d.	Principal Point of Contact	(Include salutation, name & title ) Fire Chief Wayne Hoover				
2e.	Mailing Address  Identify COUNTY if appropriate →	(Include zip code+4) Public Safety Building 100-B Highland Avenue, P.O. Box 3401 Colonial Heights, VA 23834				
2f.	Telephone Number	( 804 ) 520-9387				
2g.	FAX Number	( 804 ) 520-9302				
2h.	Internet e-mail address	www.colonialheightsva.gov				

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(Mark N/A and skip section [D] if not applicable - see [A 8])		atherwise participating in the proposed project. Attach additional sheets as may be required.					
1.	NON-Applicability	No parties other than the jurisdiction identified in [A] above.					
2.	Formal Agreement Among Parties	is there a formal agreement among parties with regard to the					
		proposed project? Yes X No					
		If yes, is a copy attached to this application?					
		Yes X No					
5		Is there a formal agreement among parties with regard to the					
	-	shared use of the facility?					
		If yes, is a copy attached to this application?					
		Yes X No					
2b.	other Parties of Interest Title of Jurisdiction	(Count the LEAD Locality as #1, thereby start with #2)  County of  Determinated					
	(Check ☑ only one, then make entry )	X City of Petersburg Incorporated Town of					
2c.	Employer Identification Number						
	(EIN)						
2d.	Principal Point of Contact	(Include salutation, name & title.) Fire Chief Christopher Magann					
2e.	Mailing Address	(Include zip code+4) Fire Administration Office					
		1151 Fort Bross Drive					
500	Identify COUNTY if appropriate →	Petersburg, VA 23805					
2f.	Telephone Number	( 804 ) 733-2328					
2g.	FAX Number	( 804 ) 733-2881					
2h.	Internet e-mail address www.petersburgva.gov						

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F. Additional Parties of Interest  (Mark N/A and skip section [D] if not applicable - see [A.8])		Identify hereunder ALL jurisdictions (Not their Departments) otherwise participating in the proposed project. Attach additional sheets as may be required.					
1.	NON-Applicability	No parties other than the jurisdiction identified in [A] above.					
2.	Formal Agreement Among Parties	Is there a formal agreement among parties with regard to the proposed project?  If yes, is a copy attached to this application?  Yes X No  Is there a formal agreement among parties with regard to the shared use of the facility?  If yes, is a copy attached to this application?  Yes X No					
2a.	Reproduce and complete as Complete one each for ALL other Parties of Interest	nany additional blocs as may be necessary for complete disclosure. }  Number 4 of a total of 4 parties to proposed project  (Count the LEAD Locality as #1, thereby start with #2.)					
2b.	Title of Jurisdiction  (Check ☑ only one, then make entry)	X County of Dinwiddie City of Incorporated Town of					
2c.	Employer Identification Number (EIN)						
2d.	Principal Point of Contact	(Include salutation, name & title ) Fire Chief Dennis Hale					
2e.	Mailing Address  Identify COUNTY if appropriate →	(Include zip code+4) Fire Administration Office 13850 Courthouse Road P.O. Box 70 Dinwiddle, Virginia 23841					
2f.	Telephone Number	( 804 ) 469-5388					
2g.	FAX Number	( 804 ) 469-7663					
2h.	Internet e-mail address	www.dinwiddieva.us					

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## G. Electronic Transfer of Funds Information

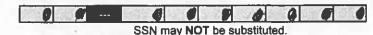
2.

Note The completion of this section is optional at the time of application and will not hinder determination of eligibility, etc. However, if not provided and since funds will only be transferred electronically, disbursement will be delayed until this information is properly provided.

Account Ownership Information
 Employer Identification Number

**ACCOUNT TITLE** 

**FINANCIAL INSTITUTION** 



Complete next three (3) entries ONLY if Name is different than ACCOUNT TITLE as it appears in [E2]. (Last, First, Initials) City of Hopewell NAME (Telephone Number) 804-541-2240 MAIN (Telephone Number) **ALTERNATE Direct Deposit Account Information** (Check ☑ one Type of Account) Checking Savings (9 digits) AND BOOK OF **ROUTING TRANSIT NUMBER ACCOUNT NUMBER** 

AMERICAN PROPERTIES TO THE PROPERTY OF THE PRO

Department of Fire Programs

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Note This section of the application MUST be properly executed for the

- City Manager /or/ Deputy
- . County Administrator /or/ Deputy
- Town Manager /or/ Mayor
- Or other duly authorized official but only when the application

Only completed applications can be acted upon .

## **CERTIFICATION**

This application is made described [A] with the representations herein representation rep	full knowledge and made are true and o	belief that all	Manager
( All applications mus	it be notarized to be considered – incor	mplete forms shall be returned.)	
State of Virginia	}		
City / County o			
On this Oth day of June (mo for the Commonwealth of Virginia, per to me proved) to be the identical perso acknowledged that he executed same as	rsonally appeared <u>COOC</u> on named herein and having	g in my presence executed the	me known ( or
My Commission expires: 05 31	2024 25		
Da	te Notary P	Ablic	{Seal}

MARTA ANA-LYZ LEON NOTARY PUBLIC REGISTRATION # 7615847 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES 05/31/24 Department of Fire Programs

JUN 3 0 2023





Customer no. 92551070

CUSTOMER
CITY OF HOPEWELL VIRGINIA FIRE
200 S HOPEWELL ST
HOPEWELL VA 23860-7825

Your request

RFQ DATE: 03/14/2023

SOURCEWELL CONTRACT #: 032620-DRG

CHIEF BEN RUPPERT bruppert@hopewellva.gov

Quotation no. Date of offer 04/04/2023

Please reference on inquiries

Payer 92551070 CITY OF HOPEWELL VIRGINIA FIRE 200 S HOPEWELL ST HOPEWELL VA 23860-7825

Ship-To party 92506131 HOPEWELL FIRE DEPT 200 S HOPEWELL ST HOPEWELL VA 23860-7825

Dear Customer,

Thank you for your inquiry. Please find enclosed our corresponding offer. If you have any further questions, please do not hesitate to contact us.

Quotation no.: Responsible:

136253970 JIM HAWLEY

Telephone:

234-430-2930

E-mail:

jim.hawley@draeger.com

Best regards Draeger Inc.

This document has been electronically generated and is valid without a signature.

Draeger Inc.
Our Tax ID: 23-1699096
3135 Quarry Road, Tefford, PA 18969
An Equal Opportunity Employer M/F/V/H
Telephone 800-437-2437
http://www.draeger.com

Remit to: LOCKBOX (Standard USPS) Draeger, Inc. PO Box 13369 Newark, New Jersey 07101-3362 Remit to LOCKBOX (Overnight) FIS Lockbox Processing Lockbox #13369 100 Grove Road Suite E West Deptford, NJ 08066 Remit US Wire Transfers to: Account Name: Draeger Inc. Account Number: 00-494-936 Transit Routing: 021001033 SWIFT: BKTRUS33 Deutsche Bank Trust Company Americas 60 Wall Street 25th FI, New York, NY 10005



Customer no. 92551070

 Quotation no.
 Date of offer

 136253970
 04/04/2023

Please reference on inquiries

Payer 92551070

Page Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD
0010	1 EA	1903015	DRAGER SWEDE SURVIVAL	381,417.52	2.00	373,789.1
			PHASE II MODIFIED			
		İ	- Three (3) story unit comprised of four (4)			
1			40' fire training modules			
		The state of	- NFPA 1402 & OSHA-compliant system			
- 1			- Two (2) High-temperature			
1			thermal-insulated burn chambers with			
		1	emergency exits (as required)			
1		Į.	- Burn room baffles			
			- High-heat thermal-insulated wall with			2
			door(s)			
- 1			- One (1) Rooftop platform			
			- One (1) Clean out platform with			
			coinciding staircase			
			- Two (2) Walking platforms			
			- One (1) 4' x 8' Tilt roof with chop out			
			- Two (2) 55-gallon crib fire drums	100		
1			- Standard doors and windows			
			- Interior and exterior stairs			
			- Insulated windows	93		
123			- Bailout window			
1 °			- Burglar window			
			- Reconfigurable wall sections			
		× _ :	- Interior wall breech	ALC: NO THE RESERVE OF THE PERSON NAMED IN COLUMN TO PERSON NAMED IN C		
			- Confined space tube			
1.0			- Square hatch			
			- Denver drill	-X-1002		
			- Pivoting walls	14-14		
			- Rappelling beam			
			- Safety gate			
		1				
			- Forcible entry door			
			- Hose access			
		-	- Standpipe			31
			- Ladder tie-off			
-			- Low flow water nozzles			
			- Signage and Brackets			
					58	
2 1						
		-		XIII		6,0



Customer no. 92551070

Quotation no. 136253970 Date of offer 04/04/2023

Please reference on inquiries

Payer 92551070

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Pos.

Quant.

Part no. Description

Draeger continues to strive toward reasonable timeliness of delivery. Due to the COVID-19 pandemic, product demands are greatly escalated, workforce may be reduced, and Draeger may be subject to government orders impacting delivery schedule and, as a result, trigger the Force Majeure provisions under Section 7 of Draeger's standard terms and conditions.

In the event the freight carrier imposes extraordinary charge for shipment in excess of the usual and customary charges for such shipment, the customer would bear the cost of such extraordinary charges.

Offer valid until: 07/04/2023

Payment terms: Advanced payment

#### Notes:

- 1) Please note pricing does not take into consideration any prevailing wage requirements, unless communicated to Drager beforehand. If a prevailing wage requirement exists, customer will provide this information prior to PO submittal to Drager. Pricing will be subject to change.
- 2) All funds are in US Dollars.
- 3) Bonding price, if required, not included.
- 4) Price information valid 90 days from date on form. Pricing is subject to change once quotation is past validity.
- 5) Any building or electrical contractor permits are responsibility of customer and are not included.
- 6) Warranty is 12 months after handover.
- 7) Training Systems which have completed fabrication but cannot be delivered due to delays on the part of the customer, may be charged a Storage Fee in the amount of 2% of the project value, to be assessed every thirty days after an initial 30-day free storage period has passed, until delivery is possible.

Unit price USD

%

Total price USD



Customer no. 92551070

Quotation no. 136253970

Date of offer 04/04/2023

Please reference on inquiries

Payer

92551070 Page 6/6 **Total price Unit price** Quant. Part no. Description Pos. USD USD 8) Milestone Payment terms: A. 25% of total project price will be invoiced on notice to proceed. B. 50% of total project price will be invoiced when equipment is shipped. C. 25% will be invoiced when installation and training are complete and system is handed over.

- 1. GENERAL. These terms and conditions are integral to the agreement governing the sale and purchase of goods ("Goods") and service ("Service") between the seller, Draeger, Inc. ("Draeger") and the purchaser ("Customer"). Goods and Service are referred to herein collectively as "Product." The agreement governing such sale and purchase of Product ("Agreement") consists of the following, all of which are hereby incorporated herein by reference: (i) these terms and conditions, (ii) the written sale or service agreement, if any, signed by Draeger and Customer (referred to herein singularly as "Party" and collectively as the "Parties"), including schedules thereto, that is in effect on the date of the applicable purchase order is delivered to Draeger, and any amendments thereto ("Contract Document"), (iii) any price quotes, and (iv) the purchase order submitted by Customer ("PO"); provided, however, Draeger shall not be bound by any terms, conditions, or other provisions in a PO that are different from, in addition to, or inconsistent with the other provisions of this Agreement.
- 2. PRICES. Prices are as stated in the Contract Document. If no Contract Document is in effect at the time of order fulfillment, the prices are as stated on the applicable price quotes; provided, that such prices are only valid for thirty (30) days from the date of quote. In all other cases, prices are those currently effect on price list at time of shipment Unless otherwise stated in writing by Draeger, prices include the cost of standard domestic packing. Prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties, or other charges related to Product. Customer shall bear cost of all applicable sales, use, property, excise, and manufacturer's taxes and any duties, license or similar fees, which may be imposed upon the sale, use, or performance of the Product.

#### 3. PAYMENT TERMS.

- (a) Unless otherwise agreed in writing, the Customer shall make payment in full without any set-off (for any reason) no later than thirty (30) days from the date of invoice in United States Dollars ("<u>USD</u>"). Partial shipments of Goods shall be invoiced as shipped. Draeger reserves the right to require (i) payment in advance, (ii) cash on delivery, or (iii) a modification of credit terms. Notwithstanding the foregoing, orders paid for by credit card shall be charged and paid for at that time of order.
- (b) Draeger reserves the right in the event of late payment. (i) to suspend all deliveries and/or Service or cancel any of its outstanding obligations under the Agreement: (ii) to charge interest on the late payment calculated on a day to day basis until the actual date of payment at the lower of (A) an annual rate of twelve percent (12%) or (B) the maximum rate allowed by law. Such remedies shall be in addition to any other rights or remedies available to Draeger under the law.
- (c) If Customer pays less than the full amount due, such payment shall be applied toward the outstanding balance. Draeger's acceptance of part of the amount due, shall not interfere with Draeger's right to recover the balance of the amount due, or to pursue any other right or remedy under the law.
  - (d) All Customer orders are subject to credit approval by Draeger

#### 4. DELIVERY, INSTALLATION, RISK, AND TITLE.

- (a) Products will be delivered FCA (2010 INCOTERMS) point of origin, for capital equipment and shipping point for all other Product. Delivery, installation, and completion dates are only approximate and Draeger shall not be liable for failure to meet such dates. Notwithstanding the foregoing, Draeger shall use reasonable efforts to meet quoted delivery, installation, and completion dates. Partial shipments may be made at Customer's request or in Draeger's sole discretion
- (b) Unless stated otherwise in writing by Draeger, freight and transportation costs, including standard ground transportation, packing, custom duties, and other similar charges, shall be borne as follows: (i) for PO orders equal to or less than \$15,000, Customer shall bear all such costs, (ii) for PO orders greater than \$15,000, Draeger shall bear all such costs. Notwithstanding the foregoing, in the event Customer requests an expedited order, Customer shall bear the additional costs
- (c) Draeger shall bear risk of loss or damage to Goods during shipment until delivery of Goods or, if earlier, the date as of which Draeger makes a commercially reasonable attempt to deliver Goods
- (d) Customer shall use commercially reasonable efforts to allow for timely delivery of goods, including, without limitation, providing instructions, granting access during Customer's business hours (or such other time agreed by the Parties), and obtaining any required licenses or permits.
- (e) Customer's sole remedy for non-delivery of Goods due to non-delivery by Draeger shall be replacement of Goods.
- (f) Installation costs shall be included in the price of Goods, unless indicated as a separate Service on the Contract Document or quote, as applicable. Customer shall be responsible for ensuring that the installation site is fully prepared prior to installation and for bearing all costs necessary to prepare site for installation in accordance with Draeger's instructions, including without limitation, (i) engaging in any require labor and acquiring any materials, (ii) if Goods are to be connected to Customer's network, ensuring that such network meets all specifications of the network requirements and specifications provided to Customer by Draeger, which are hereby incorporated herein by reference, and is fully functioning as mandated by all manual and other instructions provided by Draeger, and (iii) ensuring compliance with all government requirements, including without limitation, all certifications, and approvals for installation and operation. Customer shall provide to Draeger or its subcontractor, as applicable, access to the installation site and, if required, safe and secure space on site for storage of Goods and equipment prior to and during installation.
- ACCEPTANCE. Customer shall inspect Goods received and notify Draeger of any nonconforming Goods prior to acceptance. Goods shall be deemed to be accepted by Customer fifteen (15) days from date of delivery; provided however, that (i) if earlier,

acceptance shall occur immediately on the first day Customer uses Product, or (ii) with respect to a Good requiring installation (other than connection to customer network), the earlier of five (5) days after installation or thirty (30) days after delivery. Installation shall be deemed to be completed upon final verification under Draeger's standard procedures that Goods meet all applicable written performance obligations. For this purpose "nonconforming Goods" means (i) Goods shipped that are different from those identified on Draeger's sales order confirmation and (ii) Goods with label or packaging that incorrectly identifies contents. Draeger shall, at its sole discretion, replace nonconforming Goods with conforming Goods or credit or refund price of nonconforming Goods. Return of nonconforming Goods shall be conducted by Customer in accordance with Draeger's instructions. Draeger shall bear the shipping costs related to return and replacement of nonconforming Goods.

#### 6. CHANGES AND RETURNS.

- (a) Orders may not be changed or cancelled after PO is accepted by Draeger.
- (b) Draeger reserves the right, subject to written notice, to substitute Goods or change specifications of Goods, which, in Draeger's judgment, does not materially affect the installation, performance, function, or price thereof.
- (c) Goods may only be returned with prior authorization from Draeger. Eligible returns must follow the Return Material Authorization process in effect at the time of return as specified at <a href="https://www.draeger.com/Library/Content/RMA-Process-Safety\_11192018.pdf">https://www.draeger.com/Library/Content/RMA-Process-Safety\_11192018.pdf</a> and which are hereby incorporated herein by reference ("RMA Process"). Unless warranty applies, Customer agrees to pay Service charges related to repair and replacement of Goods, including, without limitation, restocking fees.

#### 7. DELAY OR FAILURE TO PERFORM OBLIGATIONS.

- (a) Draeger shall not be deemed to be in breach or otherwise liable for any delay or failure in performance of any of its obligations under this Agreement caused, in whole or in part, by any act or omission of Customer or its agents, subcontractors, consultants, or employees.
- (b) Neither Party shall be liable for failure to perform obligations (except for payment obligations) under this Agreement to the extent that such failure arises out of events beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental laws, rules or regulations, acts of God or the public, war, terrorist threats or acts, civil disturbance, fire, or other casualty, strike or labor dispute or unavailability of labor, carriers, raw materials, power, or supplies. Any delivery date may be extended, at Draeger's option, to the extent of any delay resulting from any such event.

#### 8. WARRANTY.

- (a) Goods. Draeger warrants that under normal use and with prescribed maintenance, storage, and care. Goods are free from defects in material and workmanship for the warranty period. Except as provided in a separate warranty statement in Goods manual or otherwise provided with Goods, the warranty period for new capital equipment is twelve (12) months from date of delivery and disposable and consumable Goods (excluding sensors) are warranted at time of delivery only. All other Goods are warranted for ninety (90) days from (i) date of delivery or (ii) in the case of software, date of implementation sign-off, or first productive use. Warranty is conditioned on (i) Customer providing immediate written notice of warranty related claim to Draeger and following RMA Process, (ii) no repairs, modifications, or alterations being made to Goods other than by Draeger or its authorized representatives (iii) Customer handling, using, storing, installing, operating, cleaning, and maintaining Goods in compliance with the instructions and specifications provided with the Goods or incorporated into this Agreement, (iv) use of Goods only for the use intended by Draeger, (v) defect not related to attachment of Goods to non-Draeger supplied equipment or to Customer's network issues, (vi) Customer having fulfilled its payment obligations for Goods, and (vii) an inspection by Draeger that reveals that the Customer's claim is valid under the terms of the warranty Customer's remedy for a breach of this warranty is limited to repair, replacement, or credit or refund, at the sole option of Draeger. Repair or replacement may be with parts or product that are new, used, or refurbished. Repairs or replacements shall not interrupt. extend, or prolong the term of the warranty
- (b) Service. Draeger warrants that the Service shall be performed in a professional manner in accordance with generally recognized industry standards for similar service. Claims for breach of this Service warranty must be submitted to Draeger in writing within ninety (90) days of the completion of Service. Customer's remedy for breach of Service warranty is limited to performance or credit or refund, at the sole option of Draeger.
- (c) Third Party Product. If the Agreement includes the sale of third-party product not manufactured by Draeger or any of its affiliates, such products are provided to Customer solely at the direction of Customer with no recommendation by Draeger Except as expressly provided otherwise in the Agreement, Draeger makes no warranty for any third-party product. Customer's sole warranty for any third-party product, if any, is the original manufacturer's warranty, which Draeger agrees to pass on to Customer, as applicable. The obligation of Customer to pay Draeger for the third-party product is absolute and unconditional, and Customer waives and releases Draeger from all claims, damages, and losses arising out of such third-party product regardless of any claims Customer may have regarding such third-party product.
- (d) No Other Warranties. THE WARRANTIES IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE WITH RESPECT TO PRODUCT DRAEGER MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE. DRAEGER DOES NOT

WARRANT OR GUARANTEE THAT ANY PRODUCT WILL BE SECURE FROM CYBER THREATS HACKING OR SIMILARLY MALICIOUS ACTIVITY, DRAEGER DOES NOT WARRANT ANY CUSTOMER OR THIRD-PARTY PROVIDED NETWORK OR THE PERFORMANCE OF PRODUCT AS IMPACTED BY SUCH NETWORK CONNECTION.

9. INDEMNITY. Draeger and Customer (each as "Indemnitor") shall indemnify the other Party and its affiliates (collectively "Indemnitee") from and against all third-party claims alleging bodily injury, death, or damage to the third-party's tangible property, but only to the extent caused by the Indemnitor's negligence or willful misconduct or omissions. If the injury or damages is caused by the Parties' joint or contributory negligence, the loss and expenses shall be borne by each Party in proportion to its degree of fault. No part of the Customer's sites is considered third-party property for purposes of this indemnity Indemnitee shall provide Indemnitor with prompt written notice of any third-party claims covered by this Section 9. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admissions that might be prejudicial to the Indemnitor and shall not enter in a settlement without the express permission of the Indemnitor.

10. INSURANCE. If during the term of the Agreement, Draeger may need access to Customer's premises to perform Service or for other reasons, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate with financially sound and reputable insurers. Upon Draeger's request, Customer shall provide Draeger with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Draeger as an additional insured. Customer shall provide Draeger with thirty (30) days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Draeger's

insurers and Draeger.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOST PROFITS OR LOST STORED, TRANSMITTED OR RECORDED DATA OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WITH RESPECT TO ANY MATTERS RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. DRAEGER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY DRAEGER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

AND OTHER TRADEMARK, 12. PATENT, CLAIMS. Draeger will, at its option and expense, defend any claim, suit, or proceeding brought against Customer alleging any Draeger manufactured Good violates any patent, trademark, or copyright; provided that Customer notifies Draeger in writing of the alleged claim within five (5) days, after Customer becomes aware of the allegation Customer shall give Draeger information, assistance, and exclusive authority to fully control the defense and settlement of such claims. Draeger shall, at its own expense, defend and/or settle such claims, procure for Customer the right to use the Good, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Draeger, then Customer shall return the Product to Draeger and Draeger shall refund to Customer the purchase price paid by Customer, less reasonable depreciation for Customer's use of the Product. This indemnity shall not apply if Customer modifies or combines, operates or uses the Good with any product, data, software, apparatus, or program not provided by Draeger and Customer shall indemnify and hold Draeger harmless against any liability or expense, including reasonable attorneys' fees, incurred by Draeger in connection therewith.

13. RIGHTS IN SOFTWARE, DOCUMENTATION, AND INTELLECTUAL PROPERTY. To the extent software, data or other documentation or information (collectively, "Software") is embedded in or delivered with any Goods sold under this Agreement, the sale of such Goods shall not constitute the transfer of the ownership rights in such Software. The Software shall remain Draeger's property and Draeger grants to Customer a non-exclusive, non-transferable license solely to use the Software for the purpose, and in the manner, for which the Product Software was designed and produced and shall not modify, reverse engineer, or create derivative works based on any of the Software, or permit any third-party to do so. In addition, to the extent any third-party software is included in the Software, Customer will comply with any third-party software license terms provided by Draeger to Customer. Software that is provided separately countered agreement, and may be subject to a licensing fee.

14. DATA PROTECTION. The Parties agree to comply with any privacy and data protection laws, including without limitation the General Data Protection Regulation (GDPR), to the extent relevant to the exchange of data between the Parties or storage or

exchange of data in connection with Product provided hereunder.

15. TERMINATION. In addition to any remedies that may be provided under these terms and conditions, Draeger may terminate this Agreement or any part thereof with immediate effect upon written notice to Customer, if Customer; (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days

after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of this Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) undergoes a change of control or ownership. Provisions of this Agreement which by their nature should apply beyond its termination or expiration will remain in force after any termination or expiration of this Agreement.

14. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Draeger, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Draeger to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Draeger in writing. This Section does not apply to information that is: (a) in the public domain: (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third-party.

#### 16. OTHER TERMS.

(a) Compliance with Laws. Customer shall comply with all applicable laws and regulations, including, but not limited to, any laws and regulations relating to the import, export, or re-export of any Product or associated technical data.

(b) Benefit and Assignment. Neither Party may assign, subcontract, or delegate any rights or obligations under this Agreement unless stated in the Agreement, without the prior written consent of the other Party. Draeger may assign any of its rights and obligations under this Agreement to one of its affiliates without notice to, or consent of, Customer. This Agreement shall inure to and be binding on the Parties and their respective successors, permitted assigns, and legal representatives.

(c) Modification. This Agreement may not be changed, modified, or amended,

except in writing signed by duly authorized representatives of the Parties.

- (d) Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of law provisions. The Parties hereto hereby agree that the application of the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and is expressly excluded. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought before a court of competent of jurisdiction located in the Commonwealth of Pennsylvania. The Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.
- (e) Integration and Survival. This Agreement together with any attachments or other documents expressly incorporated by reference herein, constitute the entire agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings, and communications between the Parties with respect to the Product. The terms of this Agreement that by their nature are intended to survive its expiration will continue in full force and effect after its expiration.

(f) Severability; Headings. No provision of this Agreement, which may be deemed unenforceable, will in any way invalidate any other portion or provision of this Agreement. Section headings are for reference only and will have no substantive effect.

- (g) Waiver. No waiver of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by the Parties. No failure and no delay in exercising, on the part of any Party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.
- (h) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(i) Injunction. Customer agrees that the remedies at law may be inadequate to protect Draeger against any actual or threatened breach of Sections 12 and 14 of this Agreement, and, without prejudice to any other rights and remedies otherwise available, Draeger will be entitled to seek injunctive relief.

(j) Limitation of Actions. Any action against Draeger arising out of this Agreement shall be commenced within one (1) year from the date such cause of action has accrued, otherwise the same shall be barred.

(k) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(1) Notices. Notices shall be in writing and shall be deemed served upon receipt and shall be delivered in person or by nationally recognized courier or certified mail to Draeger, Inc. 3135 Quarry Road, Telford, PA 18969, Attention CEO with a copy to the same address to the Attention of General Counsel (such copy shall not constitute service or process).



# ES PAD REQUIREMENTS ACKNOWLEDGEMENT FORM

### **FIRE TRAINING SYSTEM**

Regarding site-preparation for a Drager Fire Training System, the customer is responsible for all site-work requirements and/or costs for the system. The customer is responsible for compliance with local building requirements regarding permits, inspections, approvals, and any costs associated with the aforementioned. Site-specific engineering drawings and/or certifications and local-stamped drawings are *not* included in the price. Concrete footing and/or pad design and installation costs and/or associated paving costs are *not* included in the proposal and are the responsibility of the customer.

Drager will provide a point-load drawing with every pre-sales package. The point-loads shown are based on container tare weights, with allowances made for ancillary structures. No wind-loads or soil analysis are taken in to consideration for these loads. The drawing displays the minimum load of the Drager Fire Training System. It will be necessary to source an engineer that will provide the site-preparation and foundation drawings to properly support the structure(s).

PLEASE NOTE: Pad must be true-level to ensure stairs land at the required height of the pad.

Submitted by :	Phone No. :	
Customer Signature	Email:	
Date :	Customer Title	

CUSTOMER INITIALS (to be initialed when document exceeds a single page)

### **Change Log**

Change notes	
Rev 00: Initial Release - New Document	
Rev 01: Added note regarding height of pad	

Status	rev. ind.	effective date	number	Publisher	page/of
Effective	01	01/14/19	DIH QG3020 A05	Draeger Inc.	1/1
					1



Customer no. 92551070 
 Quotation no.
 Date of offer

 136253970
 04/04/2023

Please reference on inquiries

Page	3/6			92551070			
Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD	
0020	1EA	1903012	ON-SITE INSTALLATION & SET-UP Dräger contracted and project-managed installation team ensures that your system is installed properly, safely and with minimal disruption. Pre-installation site surveys and in-process review of the build ensures that you are getting the most value for your project. Installation and crane services are insured, bonded and operate within OSHA guidelines for your added protection.	41,875.00		41,875.00	
0030	1EA	1903013	TRAIN-THE-TRAINER PROGRAM  Dräger is committed to developing and offering the most comprehensive training programs in North America. Dräger Swede Survival Systems and Dräger certified instructional training programs have been designed and delivered in accordance with training methods developed by the Swedish Rescue Services agency through the Swedish Rescue Training Center (SRTC).  The training consists of two parts: The first part is a two-day, on-site training course for up to ten (10) of the department's instructors. The second part is a complete documentation package on operation & maintenance of the system; enables you to train with confidence.  - Certified instructors - Fire behavior - Fire control - Hydration - SCBA & safety equipment training - Heat stress management - Smoke & ventilation exercises - Container management	7,959.18	2.00	7,800.00	



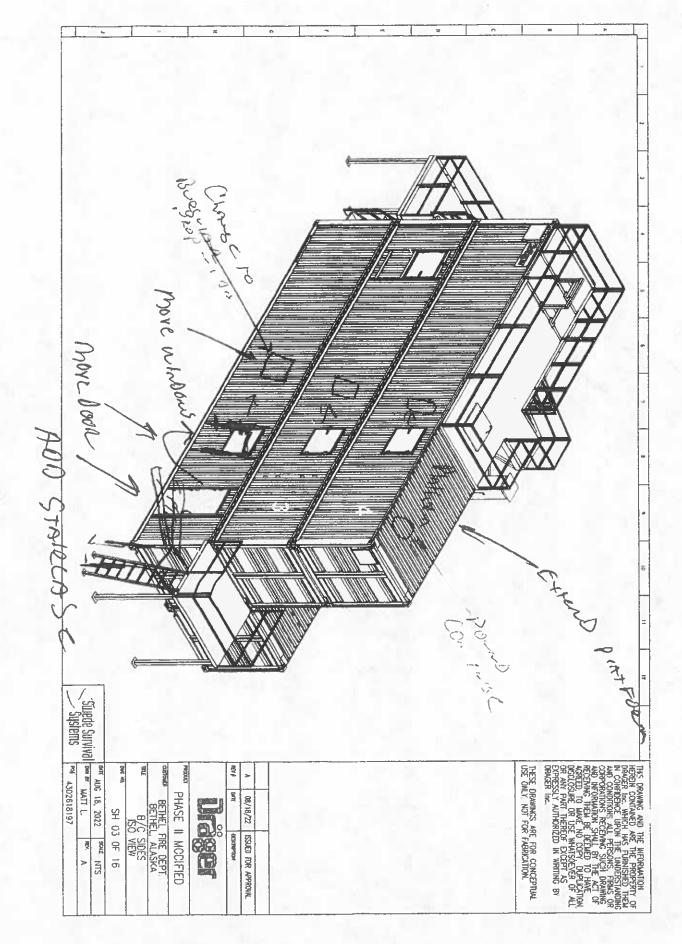
Customer no. 92551070

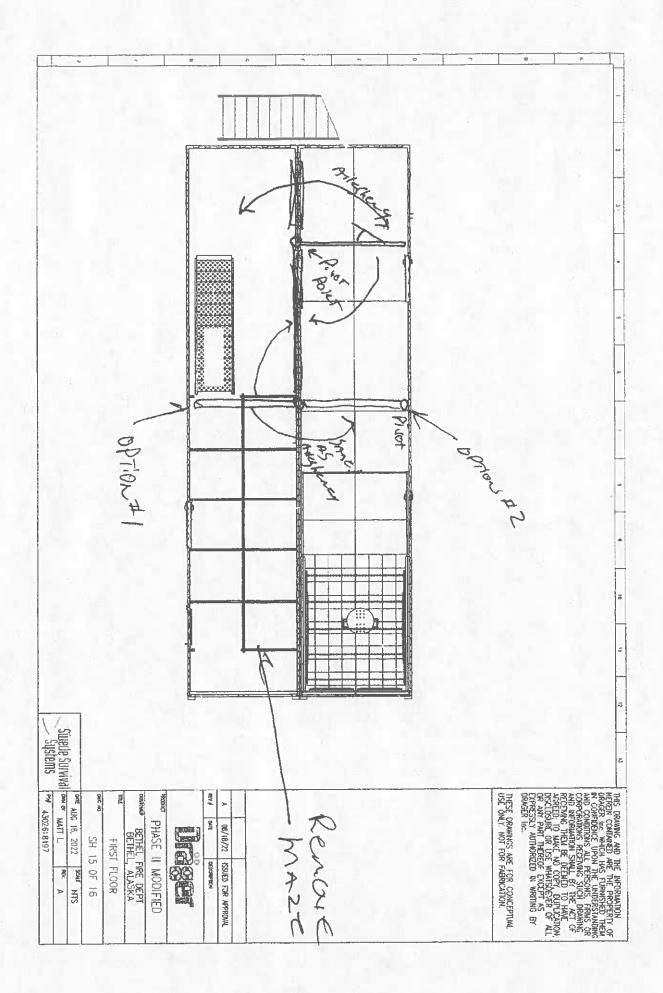
Quotation no. 136253970 Oate of offer 04/04/2023

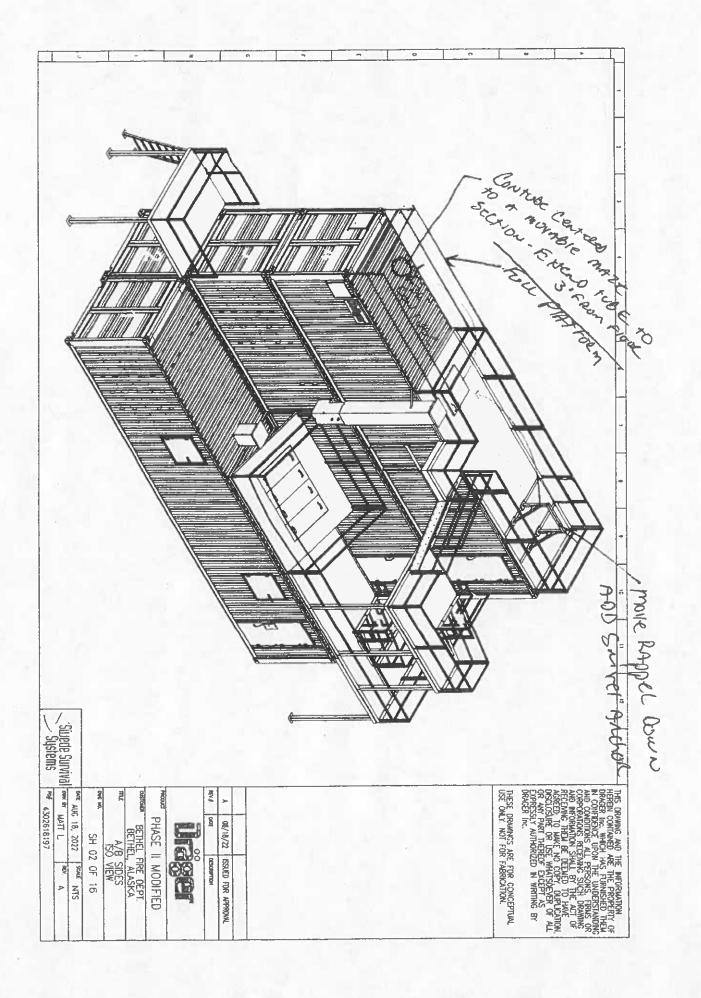
Please reference on inquiries

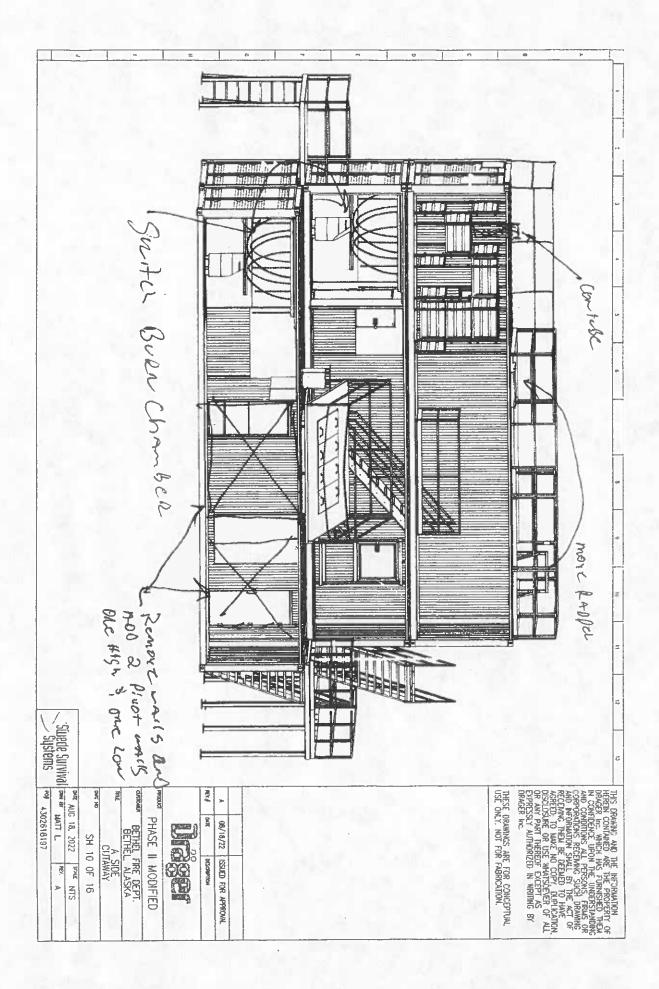
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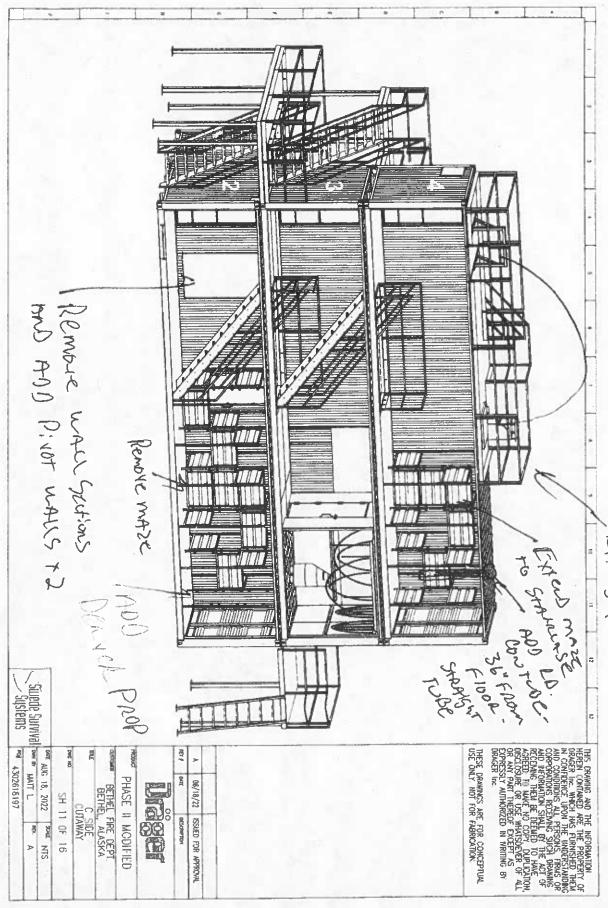
Page ·	4/6			92551070			
Pos.	Quant.	Part no.	Description	Unit price USD	%	Total price USD	
			<ul> <li>Ignition sources</li> <li>Information on fire gases</li> <li>Container operations</li> <li>Heat stress</li> <li>Thermal imaging camera usage</li> <li>Recognition of pre-flashover conditions</li> <li>Nozzle techniques</li> <li>Overall safety</li> </ul>				
0040	1EA	1903010	FREIGHT TO CUSTOMER SITE Note: Estimated freight charge only.	9,526.00		9,526.00	
		Net value + Net Sale	excl. Sales Tax es Tax			432,990.17 22,443.61	
		Total amo	ount	=========		455,433.78	
		ACCURA DESCRIP immediat acknowle agreement transacti	CHECK THIS QUOTE CAREFULLY FOR CY IN PRICING, PART # AND PTION. Contact Customer Service tely if there are any discrepancies. This edgement and note constitutes the entire int with respect to the contemplated on and supersedes all previous ons, proposals, writings, advertisements, ations.				
		purchase this docu	Inc. and the Customer agree that the of any product or service pursuant to ument is subject to the attached terms ditions, which are incorporated by e.				
		(After Re	d Delivery Time: 24 - 26 Weeks ARAD ceipt of Approved Drawings) of irmed at time of order entry.	A MATOR			



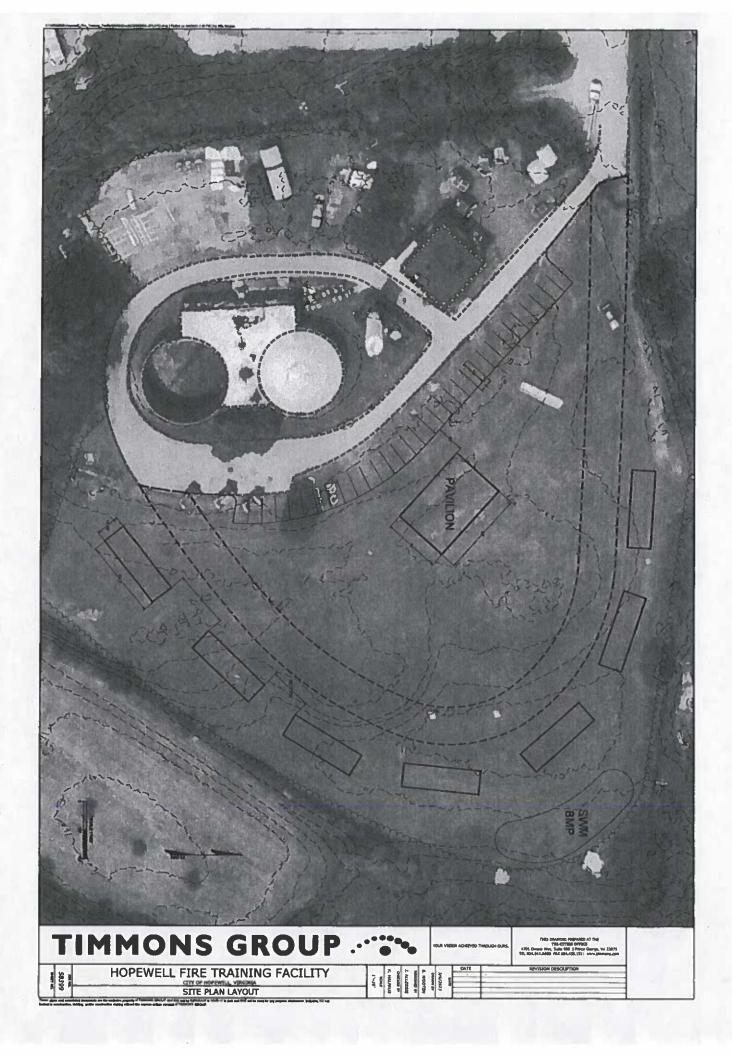








Extens PlayForm





**City of Hopewell Department of Development** 

300 North Main Street Hopewell, VA 23860

6/28/2023

Benjamin Ruppert

300 N. Main Street

Hopewell, VA 23860

RE: FIRE BURN BUILDING

Dear Mr. Ruppert;

In reference to the burn building for the City of Hopewell, Located at 200 Street, Hopewell, Va. A walk through study was conducted, and it was determined there are many structural issues that make this building unsafe to use for fire demonstration and fire training. Only smoke pot training will be allowed from this date forward. If you have any questions regarding this determination, please feel free to reach out, and I will be happy to discuss them with you.

**Robert Hawkes** 

**Building Official City of Hopewell** 

CBO, CBMO



### FIRE, RESCUE AND EMERGENCY SERVICES

Fire Administration Office 1151 Fort Bross Drive Petersburg, VA 23805 Phone: 804.733.2328 Fax: 804.733.2881 Web: www.petersburgva.gov/fire

June 21, 2023

Chief Keith Johnson, Chair, Virginia Fire Services Board Virginia Department of Fire Programs 1005 Technology Park Drive Glen Allen, VA 23059-4500

**RE: Live Fire Training Structure Grant** 

Dear Chief Johnson and Board Members,

On be half of the City of Petersburg, Department of Fire, Rescue and Emergency Services, I am communicating our support for the City of Hopewell's application for funds requested through the Live Fire Training Structure Grant. Since the closure of Hopewell's live fire training facility, the Tri-Cities/Crater Region has experienced a large gap in viable options with regards to live fire training opportunities held within the area. Currently, none of the localities for this area have a facility to conduct live fire training drills. This has significantly affected the quality of training afforded to our personnel.

The Tri-Cities/Crater Region has a long-enduring collaborative relationship. The cities of Colonial Heights, Hopewell and Petersburg along with the counties of Dinwiddie and Prince George all participate with our regional hazardous materials and technical rescue teams. The spirit of cooperation also extends to regional recruit academies that have taken place over the years and is planned again for this fall. Each locality provides mutual aid to the other as needed. Hopewell's plan for a new live fire training facility is a desperately needed resource for our area to conduct annual in-service training independently and collaboratively to practice safe and effective fireground operations.

We ask for your serious consideration in support of Hopewell's plan for a live fire training facility. Thank you for your continued commitment to provide safe and quality training for our area.

Sincerely

Christopher Magann Interim Fire Chief



DENNIS HALE Chief of Fire & EMS

DAWN TITMUS Assistant Chief 13850 Courthouse Road P.O. Drawer 70 Dinwiddie, Virginia 23841

> (804) 469-5388 Fax (804)469-7663 www.dinwiddieva.us

VACANT Assistant Chief

June 20, 2023

Chief Keith Johnson, Chair, Virginia Fire Services Board Virginia Department of Fire Programs 1005 Technology Park Drive Glen Allen, VA 23059-4500

Re: Live Fire Training Structure Grant

Dear Chief Johnson and Board Members,

I am writing in support of the City of Hopewell's application for funds under the Live Fire Training Structure Grant. Hopewell's live fire training facility has been a staple for the localities in the Crater Region for many years. The Counties of Dinwiddie, Prince George, and the Cities of Colonial Heights and Petersburg have all used this facility for training in regional recruit schools and annual in-service training of our members. When the facility was condemned for the use of live fire, this significantly affected the options we have for conducting this training in the region, as none of the above listed localities currently have a live fire training facility. We have relied on facilities like this to fill this gap.

As a region, we work well together. We collaborate on a regional hazmat team, technical rescue team, and a swift water rescue team. Over the years, we have also collaborated on recruit schools, as we will be doing again this fall. We have all seen Hopewell's plan for their new facility, and are in support of the project, as it will provide a much needed training resource back to the communities here in the Crater Region. Please seriously consider Hopewell's proposal for this funding. Thank you for your support.

Sincerely,

Dennis E. Hale Chief of Fire & EMS Dinwiddie County Mary Street, Square, S

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## CITY OF COLONIAL HEIGHTS

### FIRE, EMS AND EMERGENCY MANAGEMENT

T. Wayne Hoover Fire Chief

Public Safety Building 100-B Highland Avenue • P.O. Box 3401 Colonial Heights; VA 23834 **David Kissner**Deputy Fire Chief

June 14, 2023

Chief Keith Johnson, Chair, Virginia Fire Services Board Virginia Department of Fire Programs 1005 Technology Park Drive Glen Allen, VA 23059-4500

Re: Live Fire Training Structure Grant

Dear Chief Johnson and Board Members,

I am writing in support of the City of Hopewell's application for funds under the Live Fire Training Structure Grant. Hopewell's live fire training facility has been a staple for the localities in the Crater Region for many years. The Counties of Dinwiddie, Prince George, and the Cities of Colonial Heights and Petersburg have all used this facility for training in regional recruit schools and annual in-service training of our members. When the facility was condemned for the use of live fire, this significantly affected the options we have for conducting this training in the region, as none of the above listed localities currently have a live fire training facility. We have relied on facilities like this to fill this gap.

As a region, we work well together. We collaborate on a regional hazmat team, technical rescue team, and a swift water rescue team. Over the years, we have also collaborated on recruit schools, as we will be doing again this fall. We have all seen Hopewell's plan for their new facility, and are completely in support of the project, as it will provide a much needed training resource back to the communities here in the Crater Region. Please seriously consider Hopewell's proposal for this funding. Thank you for your support.

Sincerely,

T. Wayne Hoover

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## Hopewell Fire & Rescue

200 South Hopewell Street Hopewell, VA 23860 p: (804) 541.2288 f: (804) 541.2309 Chief Keith Johnson, Chair, Virginia Fire Services Board Virginia Department of Fire Programs 1005 Technology Park Drive Glen Allen, VA 23059-4500

Re: Live Fire Training Structure Grant

Department of Fire Programs

JUN 3 0 2023

Administration

Dear Chief Johnson and Board Members,

Please find attached Hopewell's application for funding under the Live Fire Training Structure Grant. Hopewell's live fire training facility has been a staple for the localities in the Crater Region for many years. The Counties of Dinwiddie, Prince George, and the Cities of Colonial Heights and Petersburg have all used this facility for training in regional recruit schools and annual in-service training of their members. When the facility was condemned for the use of live fire in 2013, this significantly affected the options we have for conducting this training in the region, as none of the above listed localities currently have a live fire training facility.

In order to lean forward on this project, we have secured City owned property for the construction of this new facility at the City's retired wastewater treatment site. This site gives us room not only for this live fire training facility, but has space to develop the facility further, to include props for flammable liquid fires, industrial firefighting tactics, and other fire service training props, up to a total of at least six other full size props. The site also has room for a future classroom, which will give additional flexibility for the use of this training facility.

After securing the site, we had the City's environmental contractor evaluate the site for our intended use, which they approved. We then contracted with Timmons to begin site development, and thus far, they have completed a site layout, which is included in this package as well.

Finally, this project was presented to our City Council, and they approved the matching portion of this grant in the 2024 budget, should we receive it. To summarize, we are ready to move forward, and are simply waiting for the remaining funding to get this under way.

As a region, the Crater fire departments work well together. We collaborate on a regional hazmat team, technical rescue team, and a swift water rescue team. Over the years, we have also collaborated on recruit schools, as we will be doing again this fall. All of the partner jurisdictions have seen Hopewell's plan for their new training facility, and are completely in support of the project, as it will provide a much-needed training resource back to the communities here in the Crater Region. We have attached letters of support from them to this application. Please seriously consider our application, and should you have any questions please do not hesitate to contact me.

Sincerely

Benjamin Ruppert,

Fire Chief

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