Town of Farmville
Town Council

December 6, 2023 at 6:00 PM
Council Chamber of the Town Hall
116 North Main Street, Farmville, VA

AGENDA

1. **Call to Order**
2. **Roll Call**
3. **Adoption of Agenda**
4. **Declaration of Personal Interest**
5. **Finance Report**
   a. Monthly Financial Report provided by Finance Director Julie Moore
6. **Discussion: ABM Building Solutions**
   a. Lease Purchase Financing Information
   b. Bundled Energy Solutions Agreement
7. **Town Manager's Report**
8. **Comments by Mayor and Town Council**
9. **Closed Session**
   a. 2.2-3711(A)(1) Discussion of Performance of the Clerk of Council

Town of Farmville

Agenda Item Summary

MEETING DATE: December 6, 2023

ITEM NUMBER: 5.a. – Monthly Financial Report provided by Finance Director Julie Moore

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BACKGROUND:

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:

1. Salary Report-Oct23
2. Revenue Report - October 2023
3. Revenue - GF - YTD Vs PY YTD - Oct 23
4. Expense - All Funds - YTD Vs PY YTD - Oct 23
5. Expense - Dept - YTD Vs PY YTD - Oct 23
6. Expenses - All Funds - Budgets Vs YTD Expense - Oct 23
7. Expenses - Dept - Budget Vs YTD Expense - Oct 23
8. Revenue - All Funds - Budget Vs YTD Revenue - Oct 23
9. Revenue - All Funds - YTD Vs PY YTD - Oct 23
10. Revenue - GF - Budgets Vs YTD Revenue - Oct 23

October 2023 - Salaries

Below are the departments with explanations that are over their 4 Month Actual to Budget.
This percentage should be at 100% or below.

		Actual/Budget	
10-310	Salaries - Police Overtime	106.00%	Overtime related to special events, such as HOV.
10-710	Salaries - Summer Camp	140.00%	Budget is allocated throughout year, but camp is only for a two month period.

FY24 INFORMATION	**Total All Funds**	
	Expended YTD	1,624,959.00
	4 Mo Budget Amt	1,761,765.00
		(136,806.00)

Expended through October for Salaries is **$136,806.00 less** than our 4 Month Budget Amount.

FY23 INFORMATION (PRIOR YEAR)	**Total All Funds**	
	Expended YTD	2,177,657.13
	4 Mo Budget Amt	2,349,019.50
		(171,362.37)

Expended through October for Salaries is **$171,362.37 less** than our 4 Month Budget Amount.

There are fewer budgeted funds remaining in FY24 than in FY23 as we have more positions filled in FY24.

TOWN OF FARMVILLE
REVENUE REPORT
AS OF OCTOBER 31, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1101-0001	CURRENT REAL PROP TAXES	7,371	9,381	810,000	1.1600
10-1102-0001	CURRENT PUBLIC SERVICE CORP TA	85	85	62,590	0.1400
10-1103-0001	CURRENT PERSONAL PROPERTY TAX	30	183	273,030	0.0700
10-1106-0001	PENALTIES-TAXES	862	1,399	1,500	93.2700
10-1106-0002	INTEREST-TAXES	635	2,393	1,500	159.5600
10-1106-0003	PENALTY-PP TAX	3	18	500	3.6600
10-1106-0004	INTEREST-PP TAX	1	6	15	42.4700
10-1107-0001	DELIQUENT TAXES	7,080	12,633	5,000	252.6600
10-1200-0001	CONSUMPTION TAX	-	6,912	26,000	26.5800
10-1201-0001	SALES TAX	40,240	121,220	450,000	26.9400
10-1202-0001	UTILITY TAX	-	91,547	360,000	25.4300
10-1203-0001	BUSINESS LICENSE TAX	499	7,786	1,525,000	0.5100
10-1203-0099	PENALTY-BUSINESS LICENSES	-	-	5,000	0.0000
10-1204-0001	BANK FRANCHISE TAXES	-	-	235,000	0.0000
10-1204-0004	RIGHT OF WAY ACCESS FEE	-	6,595	16,000	41.2200
10-1205-0001	MOTOR VEHICLE LICENSES	-	-	75,000	0.0000
10-1206-0001	COMMUNICATION SALES & USE TAX	-	55,849	360,000	15.5100
10-1210-0001	LODGING TAX	68,815	292,508	750,000	39.0000
10-1211-0001	FOOD TAX	318,913	1,236,770	3,625,000	34.1200
10-1211-0099	PENALTY/INT-FOOD/LODGING TAX	502	1,581	2,000	79.0600
10-1220-0001	SANITATION FEE	33,051	130,690	390,000	33.5100
10-1301-0001	FERN BEAUTIFICATION PROJECT	-	1,000	2,500	40.0000
10-1302-0002	BRANCH OUT TREE PROGRAM	-	25	5,000	0.5000
10-1303-0005	VARIANCE FEE	-	-	250	0.0000
10-1303-0006	CONDITIONAL-USE-PERMITS	-	-	500	0.0000
10-1303-0007	ZONING & RE-ZONING FEES	-	200	1,000	20.0000
10-1303-0008	BUILDING PERMITS	2,506	7,767	30,000	25.8900
10-1303-0009	SURVEYOR-SITE INSPEC-E&S,RENTAL EQUIP	-	200	500	40.0000
10-1303-0010	PARTY BIKE PERMIT	-	-	365	0.0000
10-1303-0020	STATE SURCHRG-BLDG PERMIT FEE	52	155	500	31.0700
10-1303-0031	FITNESS PROGRAM REVENUE	-	-	200	0.0000
10-1303-0032	KARATE PROGRAM REVENUE	110	930	800	116.2500
10-1303-0033	PICKLEBALL PROGRAM REVENUE	213	294	500	58.7600

TOWN OF FARMVILLE
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10-1303-0071	FOOTBALL PROGRAM REVENUE	6,342	11,184	15,000	74.5600
10-1303-0072	SOFTBALL PROGRAM REVENUE	-	-	1,500	0.0000
10-1303-0073	SUMMER CAMP REVENUE	-	730	12,000	6.0800
10-1303-0077	SPONSORSHIP-JINGLE BELL RUN	-	-	1,500	0.0000
10-1303-0078	REGISTRATION FEE-JINGLE BELL R	165	165	2,000	8.2500
10-1303-0079	REVENUE-ADULT BASKETBALL LEAGU	-	-	2,000	0.0000
10-1304-0001	SUBDIVISION EXAMINATION FEES	-	-	50	0.0000
10-1307-0001	PLAN REVIEW-BLDG INSPECTOR	-	-	500	0.0000
10-1307-0002	CERTIFICATE OF OCCUPANCY-BLDG	-	-	100	0.0000
10-1308-0001	FINGERPRINT FEE	20	20	20	100.0000
10-1309-0001	SURVEYOR-PLAN REVIEW	-	-	500	0.0000
10-1311-0001	BURN PERMIT	-	-	400	0.0000
10-1401-0001	COURT FINES & COSTS	-	34,308	65,000	52.7800
10-1401-0002	PARKING FINES	2,500	6,861	20,000	34.3100
10-1401-0004	LIENS ON REAL ESTATE	-	140	500	28.0000
10-1402-0003	E-CITATION	-	2,767	5,000	55.3400
10-1501-0001	INTEREST-REPO	17,141	64,036	9,000	711.5200
10-1501-0002	INT-BENCHMARK-ARPA-COVID-RESTRICTED	-	-	100,000	0.0000
10-1501-0003	INTEREST-MEDICAL COMPENSATION	847	3,315	70,172	4.7200
10-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	44	100	44.1400
10-1501-0006	INTEREST-MM-BENCHMARK-E911	14	48	600	7.9400
10-1501-0013	INTEREST-SET ASIDE ACCOUNT	22,363	85,772	20,000	428.8600
10-1501-0015	INTEREST-E911 RESERVE	1,465	5,751	250	2,300.4700
10-1501-0021	INT-CK ACCT-BENCHMARK-E-CITATION	3	12	30	40.9700
10-1501-0072	INT-CHECKING-BENCHMARK-GOLF	16,199	90,141	15,000	600.9400
10-1502-0001	RENT-BURN BUILDING	-	-	500	0.0000
10-1502-0002	RENT-WILCK LAKE	200	800	2,500	32.0000
10-1502-0005	SALE OF FIXED ASSETS	-	12,430	15,000	82.8700
10-1502-0006	SALE OF MATERIAL	143	5,670	1,500	377.9900
10-1502-0008	SALE OF COPIES	20	2,336	500	467.2000
10-1502-0009	CEMETERY LOTS	3,200	11,200	10,000	112.0000
10-1502-0010	SALE OF POSTAGE	16	17	25	66.9600
10-1502-0011	SALE OF ROLL OUT CARTS	200	600	1,000	60.0000

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10-1502-0012	RENT-TRAIN STATION	1,100	3,850	12,000	32.0800
10-1502-0013	RENT-PARKING-VENABLE ST	225	900	2,520	35.7100
10-1502-0014	RENT-TOWN PKG-NORTH ST	-	300	300	100.0000
10-1502-0018	LEASE-SOUTH ST CONF-FIRE PROG	1,279	5,118	15,353	33.3300
10-1502-0019	LEASE-REVENUE-SOLAR POWER	-	-	6,000	0.0000
10-1502-0020	RENT-RIVERFRONT PARK	-	-	250	0.0000
10-1502-0021	FARMER'S MARKET REVENUE	380	1,705	1,200	142.0800
10-1502-0024	RENT-SPORTS ARENA	-	3,900	12,500	31.2000
10-1502-0025	RENT-PROB/PAROLE BLDG	3,971	15,883	46,288	34.3100
10-1502-0026	RENT-BALL FIELD-SPORTS ARENA	-	-	1,000	0.0000
10-1502-0031	PARKING MUNICIPAL LOT	886	4,984	8,000	62.3000
10-1502-0033	PARKING FARMERS MARKET	-	-	720	0.0000
10-1607-0001	PARKING METERS-HIGH ST	2,320	3,844	12,000	32.0300
10-1607-0003	PARKING METERS-MAIN ST	4,546	9,376	24,000	39.0700
10-1610-0001	RENTAL PARKING SPACES	560	3,420	5,000	68.4000
10-1620-0001	RESIDENTAL PARKING	125	1,915	2,000	95.7500
10-1620-0002	LONGWOOD STREETS	-	-	35,000	0.0000
10-1620-0099	PENALTY-SANITATION FEE	472	1,937	5,100	37.9800
10-1630-0001	CIGARETTE TAX	18,800	82,550	200,000	41.2800
10-1899-0002	SALE OF SERVICE-ADMIN	100	400	1,200	33.3300
10-1899-0004	MISC REVENUE	613	613	2	30,664.5000
10-1899-0005	SALE OF SERVICE-PUBLIC WORKS	490	1,058	5,000	21.1500
10-1899-0006	SALE OF SERVICE-GRAVE OPENINGS	800	5,600	19,000	29.4700
10-1899-0007	SALE OF SERVICE-DUMP TK	100	120	500	24.0000
10-1899-0010	SERVICE CHARGE-BAD CHECKS-A/R	-	-	300	0.0000
10-1899-0012	RECREATION DEPT DONATION	-	-	5,000	0.0000
10-1899-0014	SALE OF SER-DISPATCH-HAMPDEN S	-	6,000	6,000	100.0000
10-1899-0017	SALE OF SER-FALSE BURG ALARM	135	900	-	0
10-1899-0035	SALE OF SERVICE-LIBRARY MAINTE	-	135	600	22.5800
10-1899-0097	DONATIONS-FOURTH OF JULY CELEBRATION	-	-	16,173	0.0000
10-1900-0030	ICA PER DIEM	15,500	46,000	160,000	28.7500
10-1901-0003	AMINISTRATIVE SERV-FUND 15	22,100	99,981	230,000	43.4700
10-1901-0004	REIMB-FUND 10-ADMIN SERV	13,529	53,621	160,000	33.5100

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10-1901-0005	RECOVERY-JURY DUTY FEES	0	345	500	68.9200
10-1901-0010	RECOVERY-VML INS-DAMAGE VEHICLES/PROP	943	3,128	50,000	6.2600
10-1902-0001	DAMAGE TO TOWN PROPERTY	-	-	5,000	0.0000
10-1903-0001	REFUNDS - CO-OPS	-	-	600	0.0000
10-2201-0003	ROLLING STOCK TAXES	3	122	200	60.9600
10-2201-0005	MOBILE HOME TITLING TAX	-	-	1,200	0.0000
10-2201-0006	CAR RENTAL TAX	-	25,288	50,000	50.5800
10-2201-0008	PEER-TO-PEER VEHICLE SHARING TAX	-	10	-	0
10-2401-0029	GRANT-DISPATCH-VDEM	-	-	4,000	0.0000
10-2402-0001	WIRELESS	-	29,464	112,000	26.3100
10-2402-0006	VDEM STAFFING GRANT	-	-	48,750	0.0000
10-2404-0007	LITTER & RECYCLING GRANT	-	-	2,500	0.0000
10-2404-0010	AID TO LAW ENFORCEMENT	53,674	53,674	204,000	26.3100
10-2404-0032	GRANT-VML-SAFETY	-	-	4,200	0.0000
10-2405-0004	MARKETING/TOURISM LOCAL REVENU	-	-	2,000	0.0000
10-2502-0009	GRANT-BYRNE-2022	-	-	2,500	0.0000
10-2502-0012	SPEED GRANT-2023	-	-	21,000	0.0000
10-2502-0013	ALCOHOL GRANT-2023	-	-	23,400	0.0000
10-2502-0014	SPEED GRANT-2023 EQUIPMENT	-	-	5,250	0.0000
10-2502-0015	GRANT-BYRNE-2023	-	-	4,200	0.0000
10-2502-0016	GRANT-BYRNE 2021	-	-	4,200	0.0000
10-2502-0019	ALCOHOL GRANT-2024	-	-	26,335	0.0000
10-2502-0020	SPEED GRANT-2024	-	-	24,500	0.0000
10-2504-0002	GRANT-EMERGENCY MGNT-FED	-	2,595	12,180	21.3000
10-2504-0020	GRANT-BULLETPROOF VEST-FED	-	-	3,700	0.0000
10-2510-0008	LAW ENFORCEMENT EQUIPMENT ARPA GRANT	-	-	217,000	0.0000
10-4100-0086	CARRYOVER FUNDS FY22-23	-	-	1,347,263	0.0000
10-4104-0004	INSURANCE RECOVERIES-RETIREMEN	4,256	16,772	-	0
10-4104-0008	FROM FIDA-BOND PYMT-2012 ISSUE	4,033	4,033	46,478	8.6800
10-4104-0011	FROM PE CO-BOND PYMT-'12 ISSUE	-	226,299	226,299	100.0000
10-4104-0015	FM LIBRARY-APPROP LEASE RENT	-	180,000	180,000	100.0000
10-4104-0016	FM CKING-MEDICAL COMPENSATION BENEFIT	-	-	250,000	0.0000
10-4104-0018	FM SETASIDE ACCT-BONDS	-	-	1,276,044	0.0000

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10-4104-0022	LEASE PROCEEDS	-	-	464,000	0.0000
10-4107-0004	FM-PE CO-INSTANT ALERT	-	-	4,202	0.0000
10-4107-0006	FM-LONGWOOD-DISPATCH SERV	-	-	350,000	0.0000
10-4113-0004	FROM FARMVILLE FIRE DEPT-PAYME	-	-	35,000	0.0000
10-4113-0008	FM-GOLF COURSE PROCEEDS	-	-	350,000	0.0000
10-4120-0001	TDFP GAP FINANCING-WEYANOKE	-	-	62,000	0.0000
10-4120-0002	TROF REPAYMENT-WEYANOKE	-	-	5,593	0.0000
10-5101-0005	TRANS FROM SEWER FUND	-	-	466,491	0.0000
	FUND 10 TOTALS	**702,745**	**3,222,315**	**16,273,089**	**19.80%**
15-2404-0007	HIGHWAY FUNDS	-	556,086	1,886,000	29.4800
15-4100-0086	CARRYOVER FUNDS FY22-23	-	-	2,600	0.0000
	FUND 15 TOTALS	**-**	**556,086**	**1,888,600**	**29.44%**
40-1501-0001	Interest - Unrestricted	4,827	18,947	532	3,561.5700
40-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	-	-	0
40-1502-0007	LEASE-JACKSON HTS WATER TANK	2,323	6,970	30,878	22.5700
40-1502-0009	LEASE-ANDREWS DR WATER TANK	3,372	13,489	40,468	33.3300
40-1620-0001	WATER SERVICE	153,189	618,034	1,881,307	32.8500
40-1620-0002	WATER TAPS	-	12,000	60,000	20.0000
40-1620-0003	SURCHARGE-MULTIPLE METERS	7,774	31,143	93,000	33.4900
40-1620-0004	SALE OF WATER	1,680	5,204	10,000	52.0400
40-1620-0099	PENALTY-WATER SERVICE	1,531	6,591	18,000	36.6200
40-1899-0010	SERVICE CHARGES	1,020	5,140	10,000	51.4000
40-1899-0011	SERVICE CRG-BAD CHECK	200	750	-	0
40-1899-0012	SALE OF SERVICE-TESTING	2,080	6,640	10,000	66.4000
40-2510-0007	ARPA REVENUE RECOGNIZED	-	-	2,016,000	0.0000
40-4100-0086	CARRYOVER FUNDS FY22-23	-	-	1,410,620	0.0000
40-4102-0001	FM PE CO-APPOMATTOX RIVER-USGS	-	-	8,240	0.0000
	FUND 40 TOTALS	**177,996**	**724,907**	**5,589,046**	**12.97%**
42-1501-0001	Interest - Unrestricted	4,827	18,947	532	3,561.5700
42-1620-0099	PENALTY-SEWER SERVICE	1,747	7,483	17,500	42.7600
42-1630-0001	SEWER SERVICE	188,452	745,686	2,222,269	33.5600
42-1630-0002	SEWER TAPS	-	12,000	75,000	16.0000
42-1899-0005	SALE OF SERVICE-PUBLIC WORKS	-	400	-	0

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42-1899-0012	SALE OF SERVICE-LEACHATE-CUMBERLAND	-	4,212	25,000	16.8500
42-1899-0013	SALE OF SERVICE-SEWER TREAT	1,800	6,000	10,000	60.0000
42-2404-0005	VML SAFETY GRANT	-	-	2,000	0.0000
42-2510-0007	ARPA REVENUE RECOGNIZED	-	-	376,153	0.0000
42-4100-0086	CARRYOVER FUNDS FY22-23	-	-	734,478	0.0000
	FUND 42 TOTALS	**196,826**	**794,728**	**3,462,932**	**22.95%**
44-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	-	5	0.0000
44-1502-0005	SALE OF FIXED ASSETS	-	13,100	-	0
44-1520-0001	PASSENGER FARES	923	3,072	8,700	35.3100
44-1521-0002	CONTRIBUTION-LONGWOOD [1500]	-	89,400	178,800	50.0000
44-1521-0003	CONTRIBUTION-P E COUNTY	-	12,500	25,000	50.0000
44-1901-0010	RECOVERY-VML INS-VEHICLE DAMAGE	-	-	10,000	0.0000
44-2403-0001	MISC GRANTS	-	-	10,000	0.0000
44-2410-0003	STATE FORMULA GRANT	-	181,796	190,000	95.6800
44-2414-0001	STATE GRANT-3 BUSES	-	-	48,768	0.0000
44-2510-0001	GRANT-STATE PASS THRU-FED	-	-	375,000	0.0000
44-2514-0001	FEDERAL GRANT-3 BUSES	-	-	243,840	0.0000
44-4100-0050	USE OF PY FUND BALANCE	-	-	74,739	0.0000
44-4100-0086	CARRYOVER FUNDS FY22-23	-	-	722,055	0.0000
	FUND 44 TOTALS	**923**	**299,868**	**1,886,908**	**15.89%**
45-1501-0001	INT-CK ACCT-BENCHMARK	37	139	400	34.8400
45-1502-0001	RENT-HANGER SPACE	-	-	6,660	0.0000
45-1502-0002	AIRPORT MAINTENANCE FEE	-	-	2,040	0.0000
45-1502-0005	SALE OF FIXED ASSETS	-	361	-	0
45-1502-0006	SALE OF MATERIALS	-	312	-	0
45-1690-0001	SALE OF AV GAS	6,830	21,570	89,000	24.2400
45-1691-0001	SALE OF JET FUEL	3,531	27,406	65,000	42.1600
45-1899-0001	DONATIONS-PRINCE ED COUNTY	-	3,800	7,600	50.0000
45-2401-0008	STATE GRANT-AWOS MAINT	-	-	3,420	0.0000
45-2401-0013	STATE GRANT-MAINTENANCE	-	-	18,400	0.0000
45-2401-0014	STATE GRANT-WEED KILL	-	-	1,000	0.0000
45-2401-0055	UPDATE SWPPP	-	-	16,000	0.0000
45-2403-0001	MISC GRANTS	-	-	50,000	0.0000

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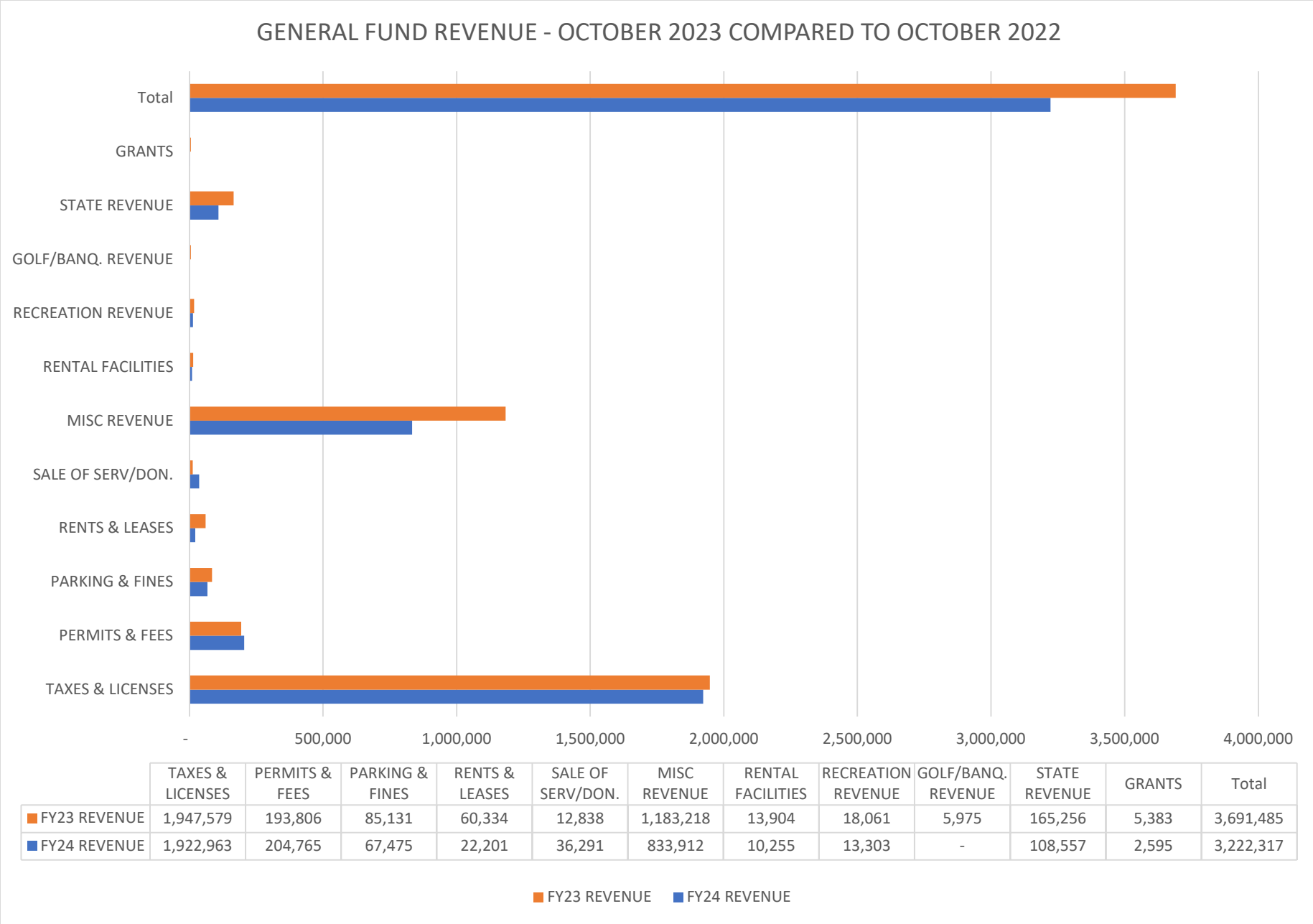
45-2501-0044	FED GRANT-REHAB RUNWAY	3,494	3,494	-	0
45-2501-0054	REHAB TAXIWAY PAVEMENT	27,201	51,233	833,000	6.1500
45-4100-0050	USE OF PY FUND BALANCE	-	-	189,429	0.0000
45-4100-0086	CARRYOVER FUNDS FY22-23	-	-	71,626	0.0000
	FUND 45 TOTALS	**41,093**	**108,315**	**1,353,575**	**8.00%**
61-1501-0001	INTEREST EARNED-PAULETTE TRUST	-	0	-	0
	FUND 61 TOTALS	**-**	**0**	**-**	**0.00%**
70-1501-0001	INTEREST	1	6	-	0
70-1501-0003	INT-PRNG TASK FORCE	0	1	-	0
70-2404-0001	ASSET FORFEITURE-STATE	-	350	-	0
	FUND 70 TOTALS	**2**	**356**	**-**	**0.00%**
	Final Totals	***1,119,585***	***5,706,576***	***30,454,149***	***18.74%***



	TAXES & LICENSES	PERMITS & FEES	PARKING & FINES	RENTS & LEASES	SALE OF SERV/DON.	MISC REVENUE	RENTAL FACILITIES	RECREATION REVENUE	GOLF/BANQ. REVENUE	STATE REVENUE	GRANTS	Total
FY23 REVENUE	1,947,579	193,806	85,131	60,334	12,838	1,183,218	13,904	18,061	5,975	165,256	5,383	3,691,485
FY24 REVENUE	1,922,963	204,765	67,475	22,201	36,291	833,912	10,255	13,303	-	108,557	2,595	3,222,317

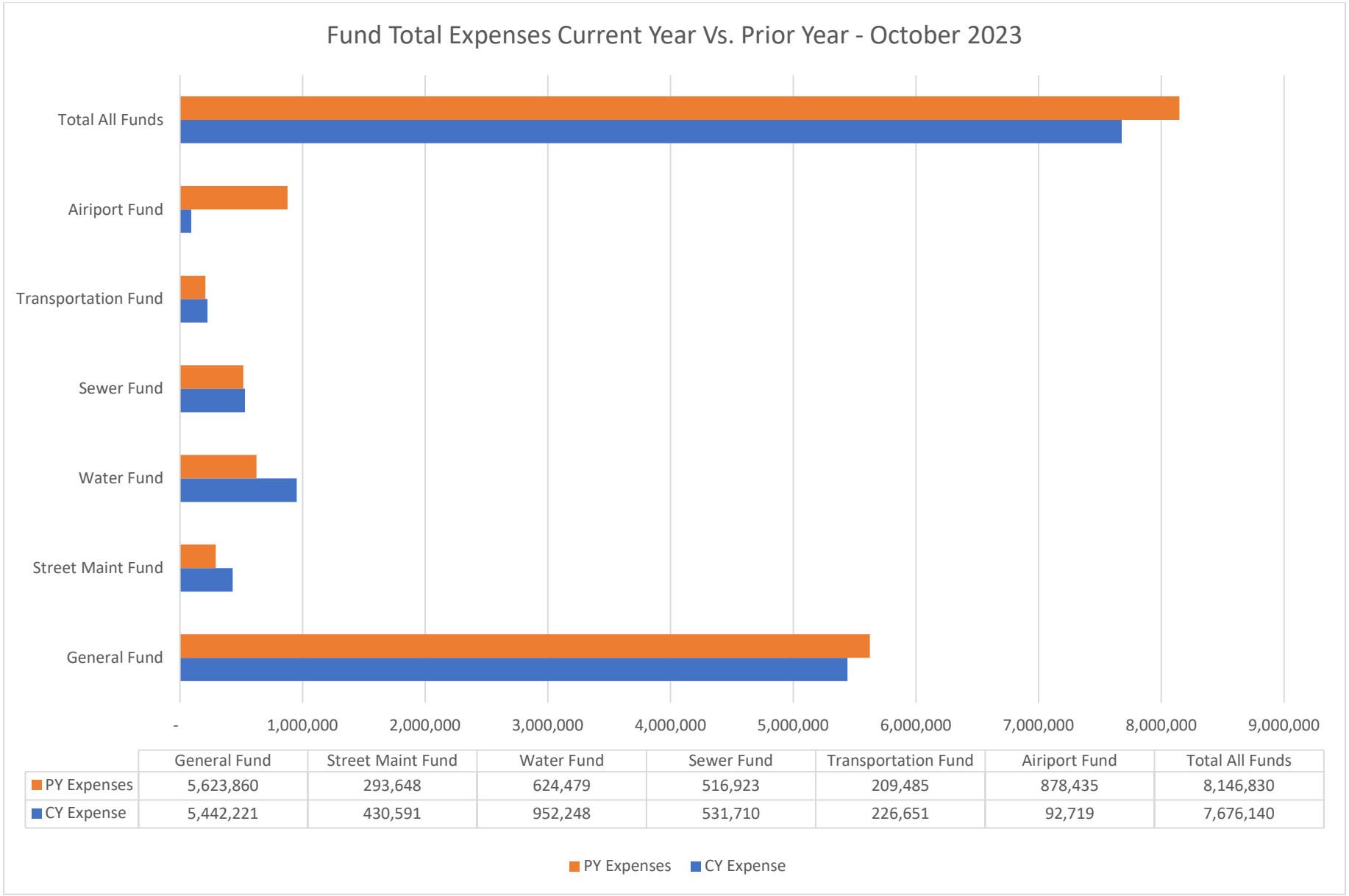
Notes on comparisons:

Taxes and Licenses: The decrease in taxes is attributed to the delay in receiving sales and utility tax revenues, which are one to two months behind for the current year and thus have not yet been reported for October.

Rents and Leases: In the previous year, we received lease proceeds for one of the police cars; however, no cars have been received yet in the current year.

Miscellaneous Revenue: In the prior year, we received the Longwood Dispatch fee and transferred funds from the sewer fund.

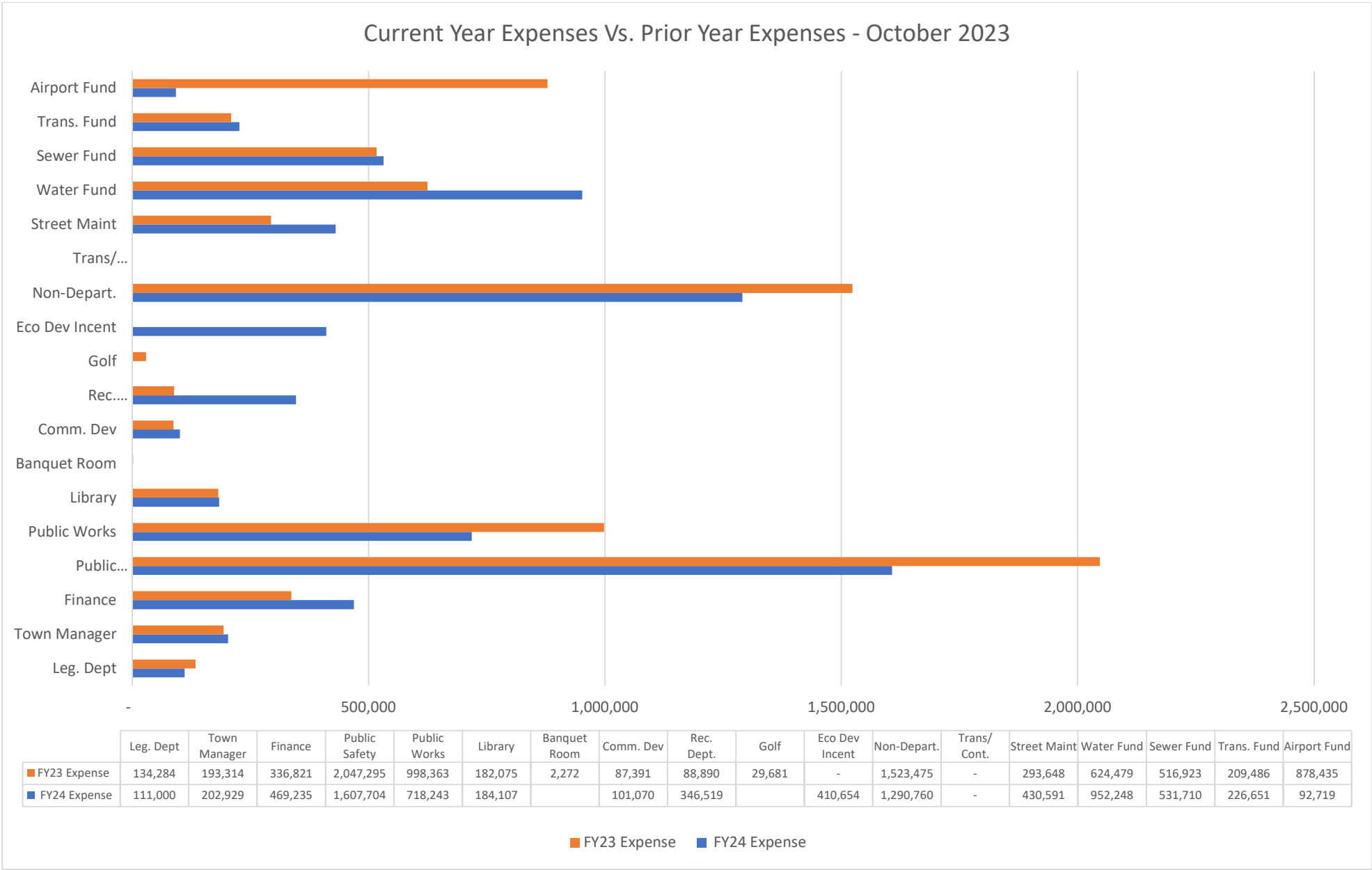
State Revenue: Last year, we received aid allocated for the fire department. However, these funds have not yet been received in the current year.



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
PY Expenses	5,623,860	293,648	624,479	516,923	209,485	878,435	8,146,830
CY Expense	5,442,221	430,591	952,248	531,710	226,651	92,719	7,676,140

Notes on comparisons:

Water Fund: The surge in expenses is due to APRA purchases such as the generator and mud values replacement.



	Leg. Dept	Town Manager	Finance	Public Safety	Public Works	Library	Banquet Room	Comm. Dev	Rec. Dept.	Golf	Eco Dev Incent	Non-Depart.	Trans/ Cont.	Street Maint	Water Fund	Sewer Fund	Trans. Fund	Airport Fund
FY23 Expense	134,284	193,314	336,821	2,047,295	998,363	182,075	2,272	87,391	88,890	29,681	-	1,523,475	-	293,648	624,479	516,923	209,486	878,435
FY24 Expense	111,000	202,929	469,235	1,607,704	718,243	184,107		101,070	346,519		410,654	1,290,760	-	430,591	952,248	531,710	226,651	92,719

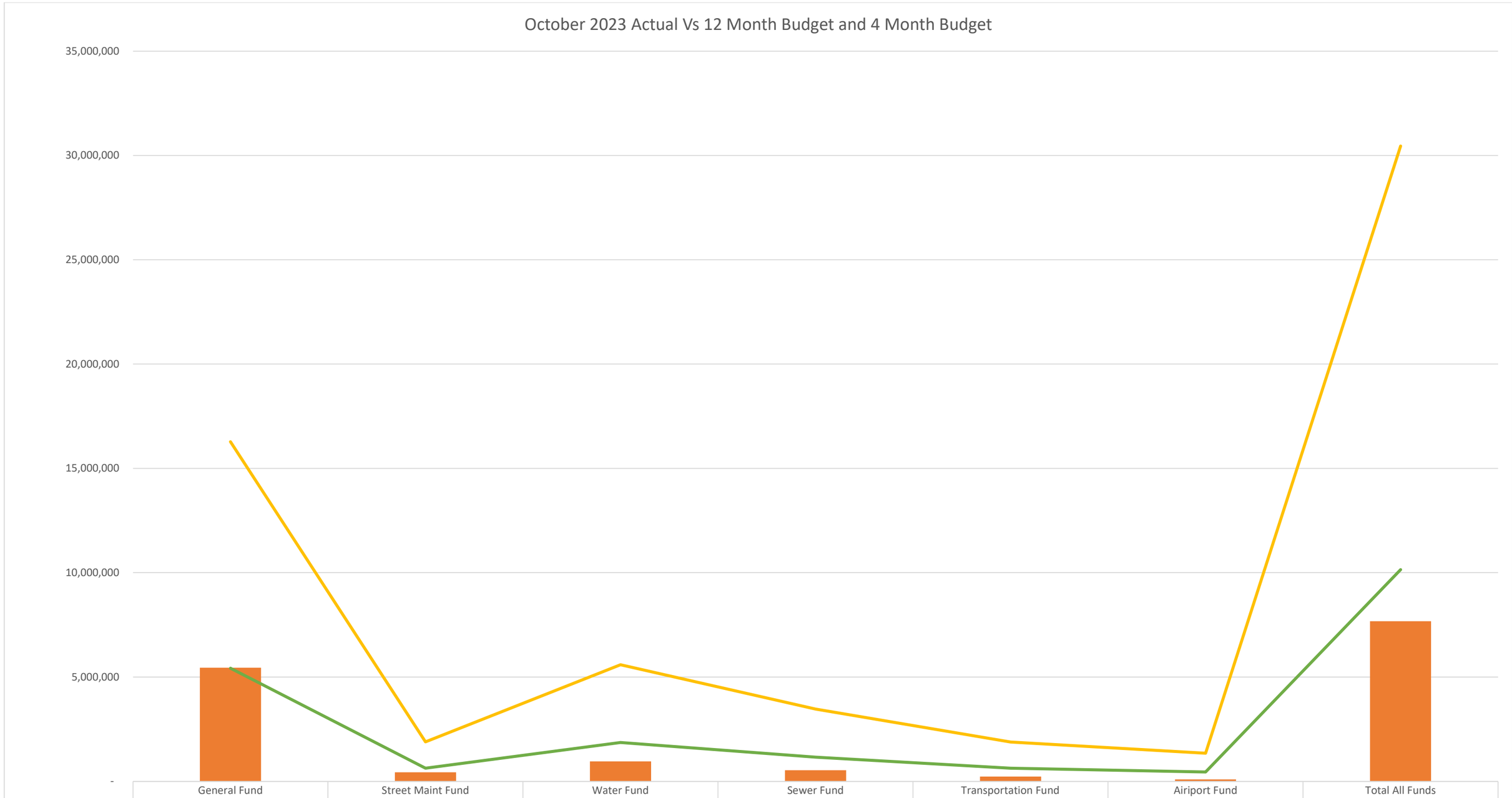
Notes on comparisons:

Finance: The current year's expenses rise due to the purchase of OpenGov software, which was invoiced in July 2023.

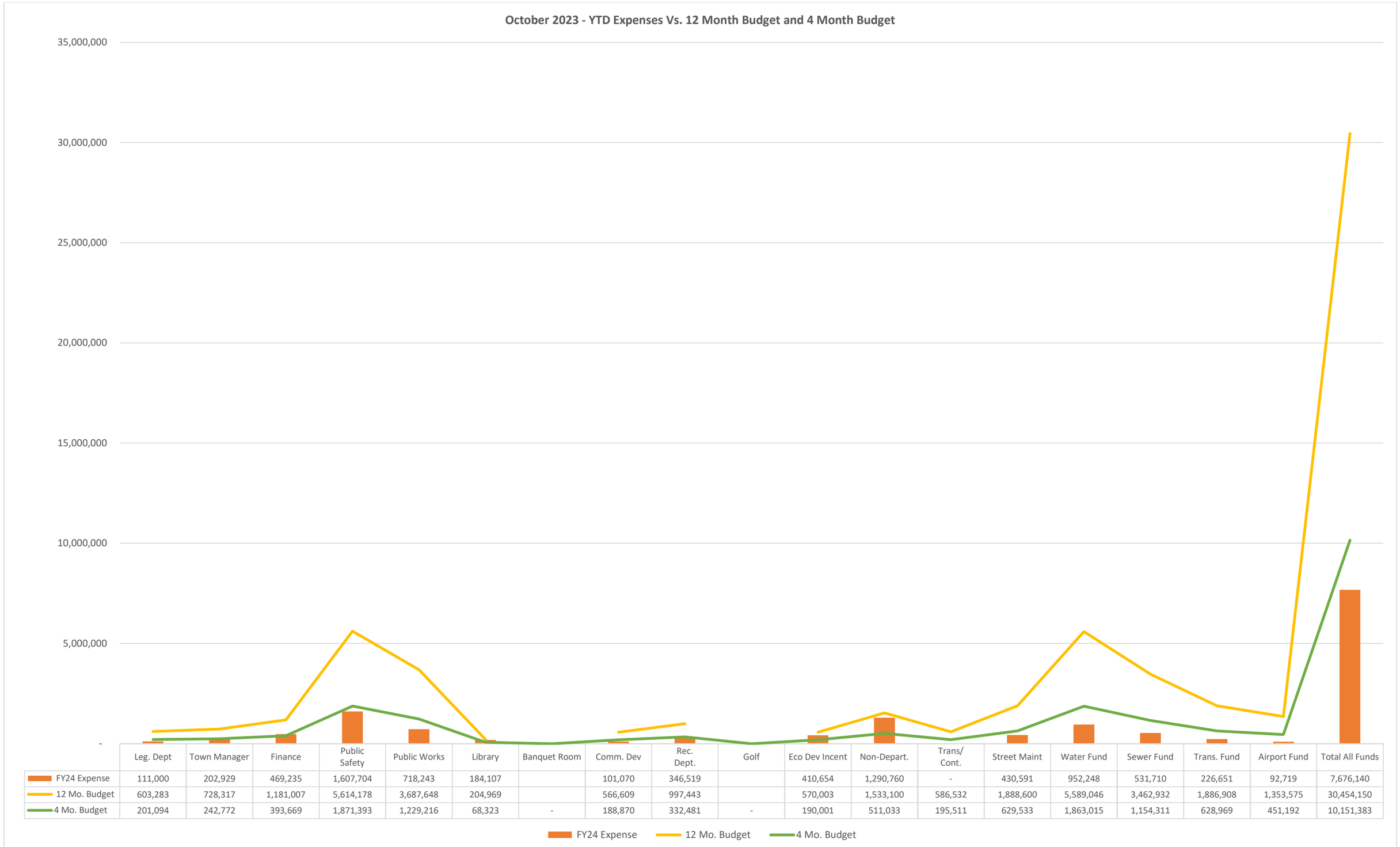
Recreation: This year's increase in expenditures is linked to the acquisition of splashpad equipment in July and August 2023.

Economic Development Incentives: This department is new for FY24, with all payments to other organizations now being coded here, whereas, in the previous year, these payments were allocated to various other departments. This year's expenses rose due to a one-time contribution of $350,000 to the IDA.

Water Fund: This year’s expenses increase is related to APRA purchases.



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
CY Expense	5,442,221	430,591	952,248	531,710	226,651	92,719	7,676,140
12 Mo. Budget	16,273,089	1,888,600	5,589,046	3,462,932	1,886,908	1,353,575	30,454,150
4 Mo. Budget	5,424,363	629,533	1,863,015	1,154,311	628,969	451,192	10,151,383



	Leg. Dept	Town Manager	Finance	Public Safety	Public Works	Library	Banquet Room	Comm. Dev	Rec. Dept.	Golf	Eco Dev Incent	Non-Depart.	Trans/ Cont.	Street Maint	Water Fund	Sewer Fund	Trans. Fund	Airport Fund	Total All Funds
FY24 Expense	111,000	202,929	469,235	1,607,704	718,243	184,107		101,070	346,519		410,654	1,290,760	-	430,591	952,248	531,710	226,651	92,719	7,676,140
12 Mo. Budget	603,283	728,317	1,181,007	5,614,178	3,687,648	204,969		566,609	997,443		570,003	1,533,100	586,532	1,888,600	5,589,046	3,462,932	1,886,908	1,353,575	30,454,150
4 Mo. Budget	201,094	242,772	393,669	1,871,393	1,229,216	68,323	-	188,870	332,481	-	190,001	511,033	195,511	629,533	1,863,015	1,154,311	628,969	451,192	10,151,383

Current Year Vs. Budget Notes:

Finance Department: The four-month budget overrun occurred due to the purchase of the OpenGov software. The budget assumes a uniform monthly expenditure for this purchase.

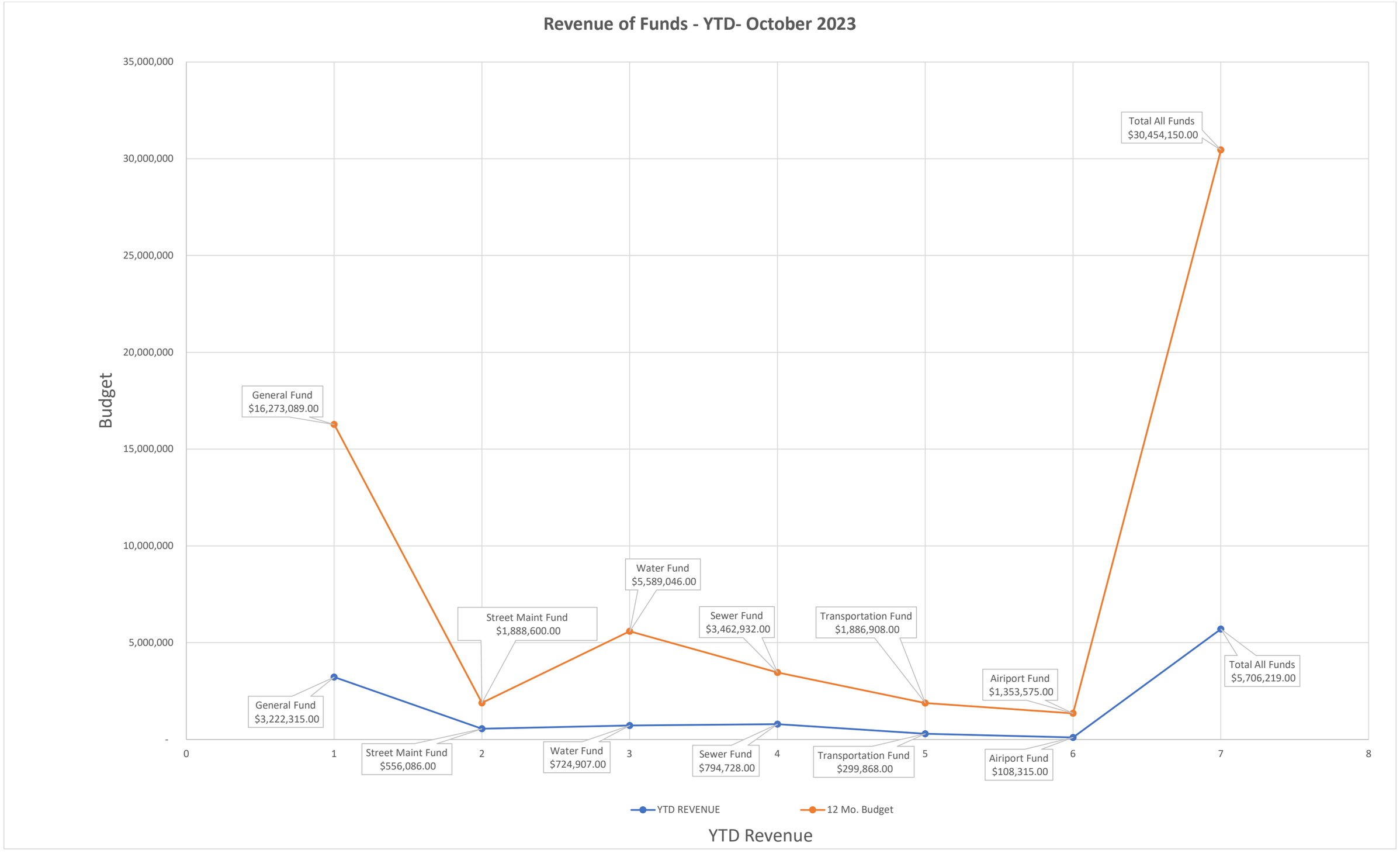
Library: An annual allocation of $180,000 for FY24 has been made. The budget assumes a uniform monthly expenditure.

Recreation Department: Overspending resulted from the acquisition of Splashpad equipment in July and August 2023.

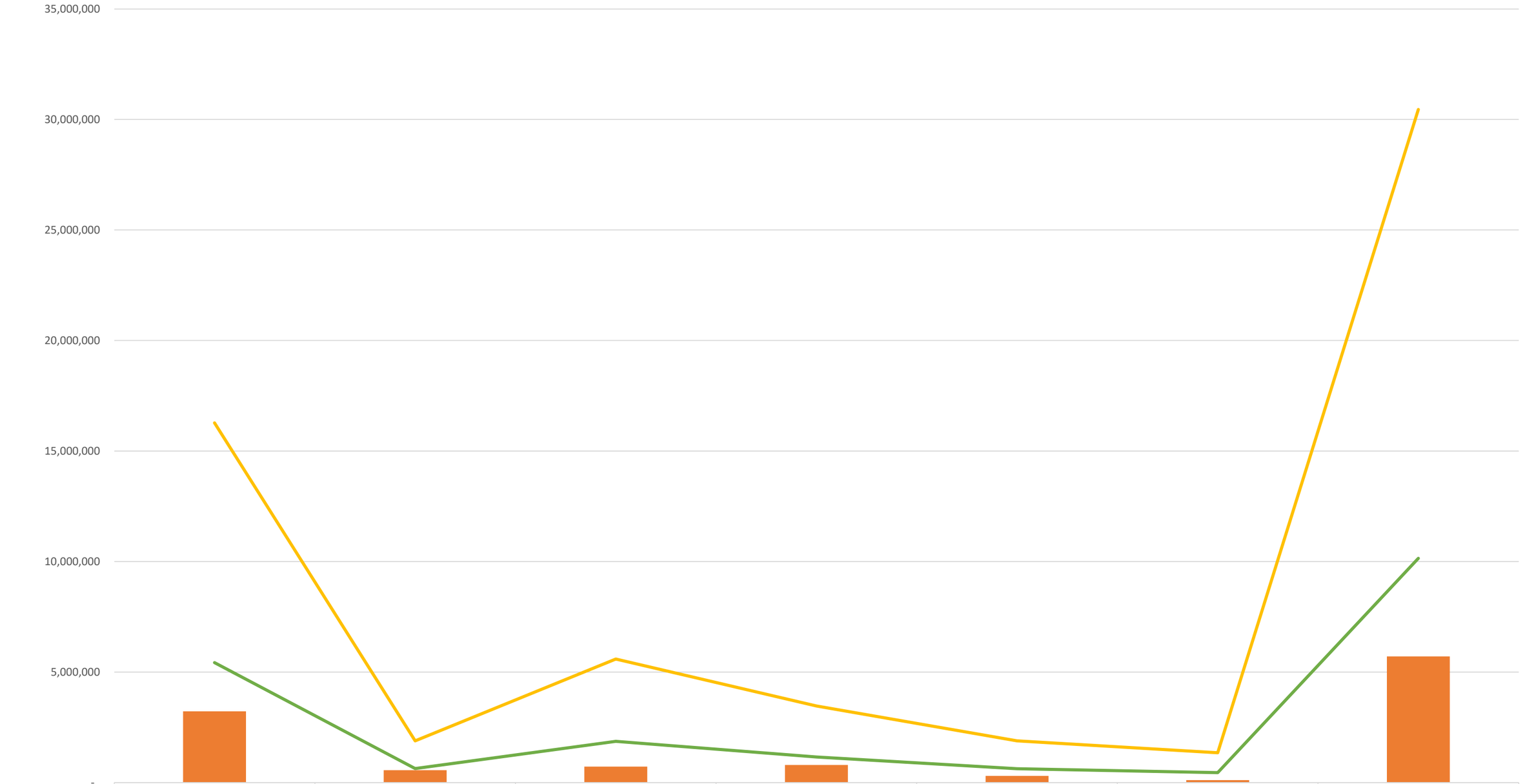
Economic Development Incentives: A lump sum contribution of $350,000 was made to the IDA. The budget spreads this amount equally over the twelve months.

Non-Departmental: The bond payment was made at the end of September. The budget distributes this payment evenly across the twelve months.

All other departments are within the confines of the four-month budget.


Revenue of Funds - YTD- October 2023
Budget
35,000,000
30,000,000
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
0
1
2
3
4
5
6
7
8
Total All Funds
$30,454,150.00
General Fund
$16,273,089.00
Street Maint Fund
$1,888,600.00
Water Fund
$5,589,046.00
Sewer Fund
$3,462,932.00
Transportation Fund
$1,886,908.00
Airiport Fund
$1,353,575.00
Total All Funds
$5,706,219.00
General Fund
$3,222,315.00
Street Maint Fund
$556,086.00
Water Fund
$724,907.00
Sewer Fund
$794,728.00
Transportation Fund
$299,868.00
Airiport Fund
$108,315.00
YTD REVENUE
12 Mo. Budget
YTD Revenue

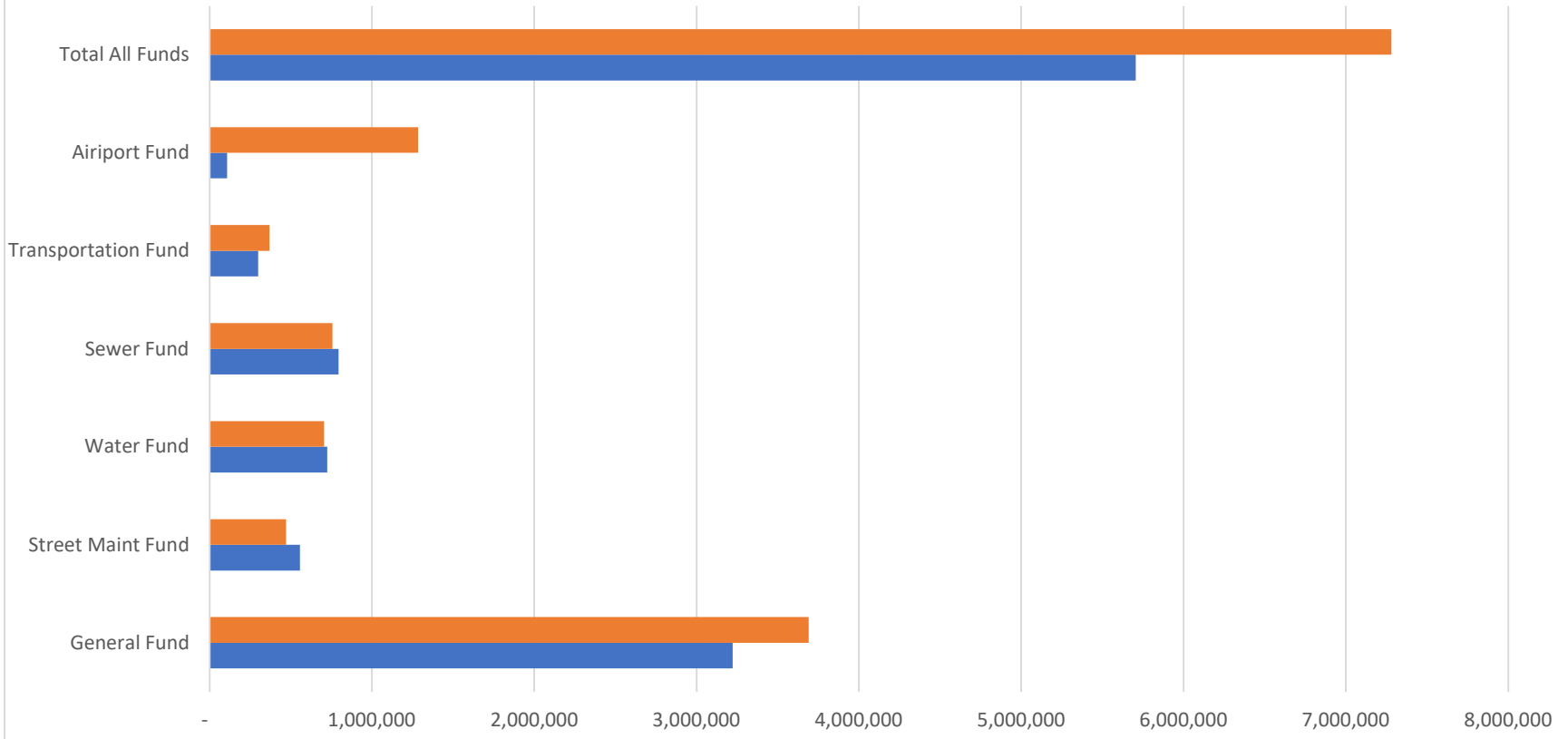
October 2023 Actual Vs. 12 Month Budget and 4 Month Budget



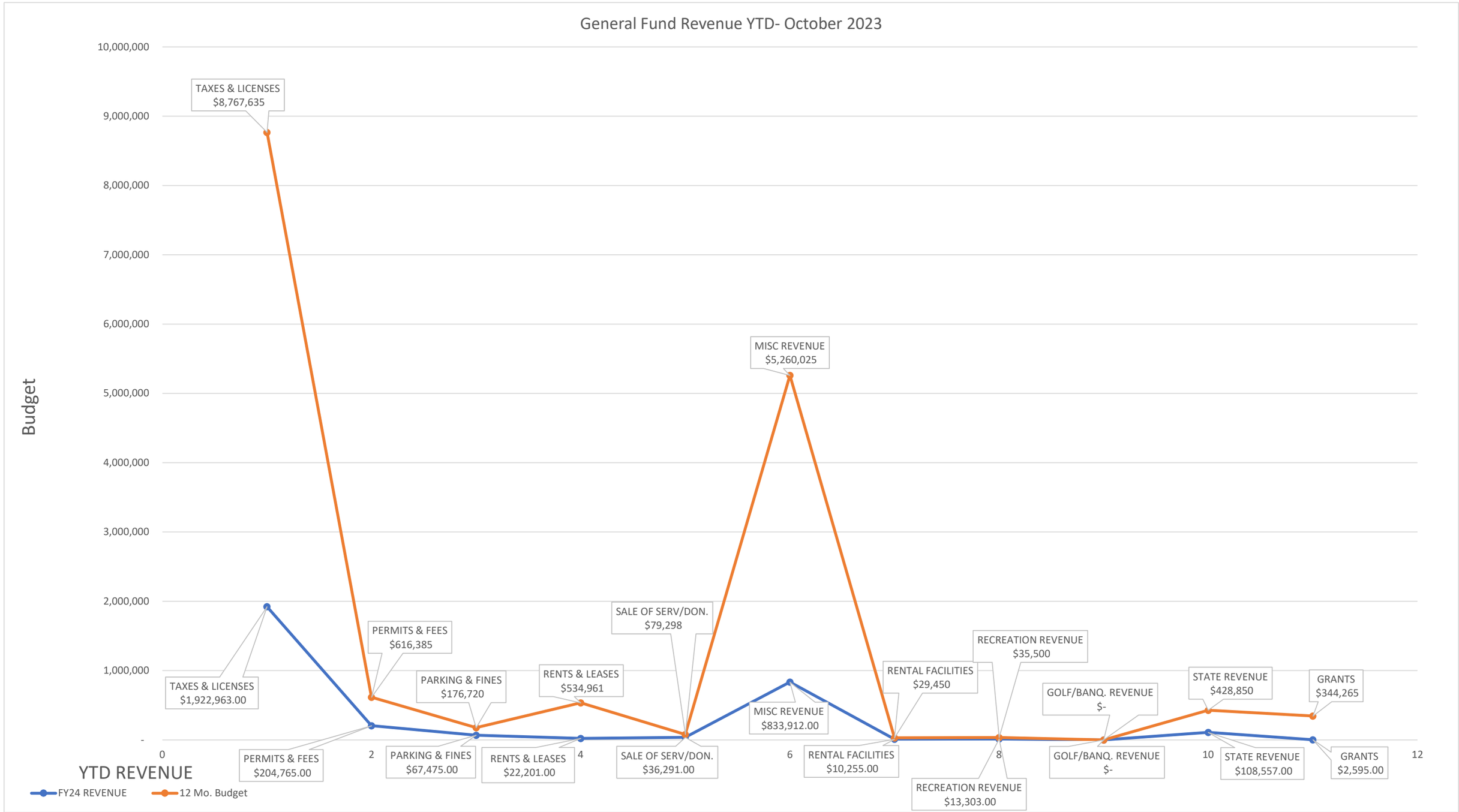
	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
YTD REVENUE	3,222,315	556,086	724,907	794,728	299,868	108,315	5,706,219
12 Mo. Budget	16,273,089	1,888,600	5,589,046	3,462,932	1,886,908	1,353,575	30,454,150
4 Mo. Budget	5,424,363	629,533	1,863,015	1,154,311	628,969	451,192	10,151,383

YTD REVENUE 12 Mo. Budget 4 Mo. Budget

CURRENT OCTOBER 2023 COMPARED TO PRIOR OCTOBER 2022 YTD REVENUE

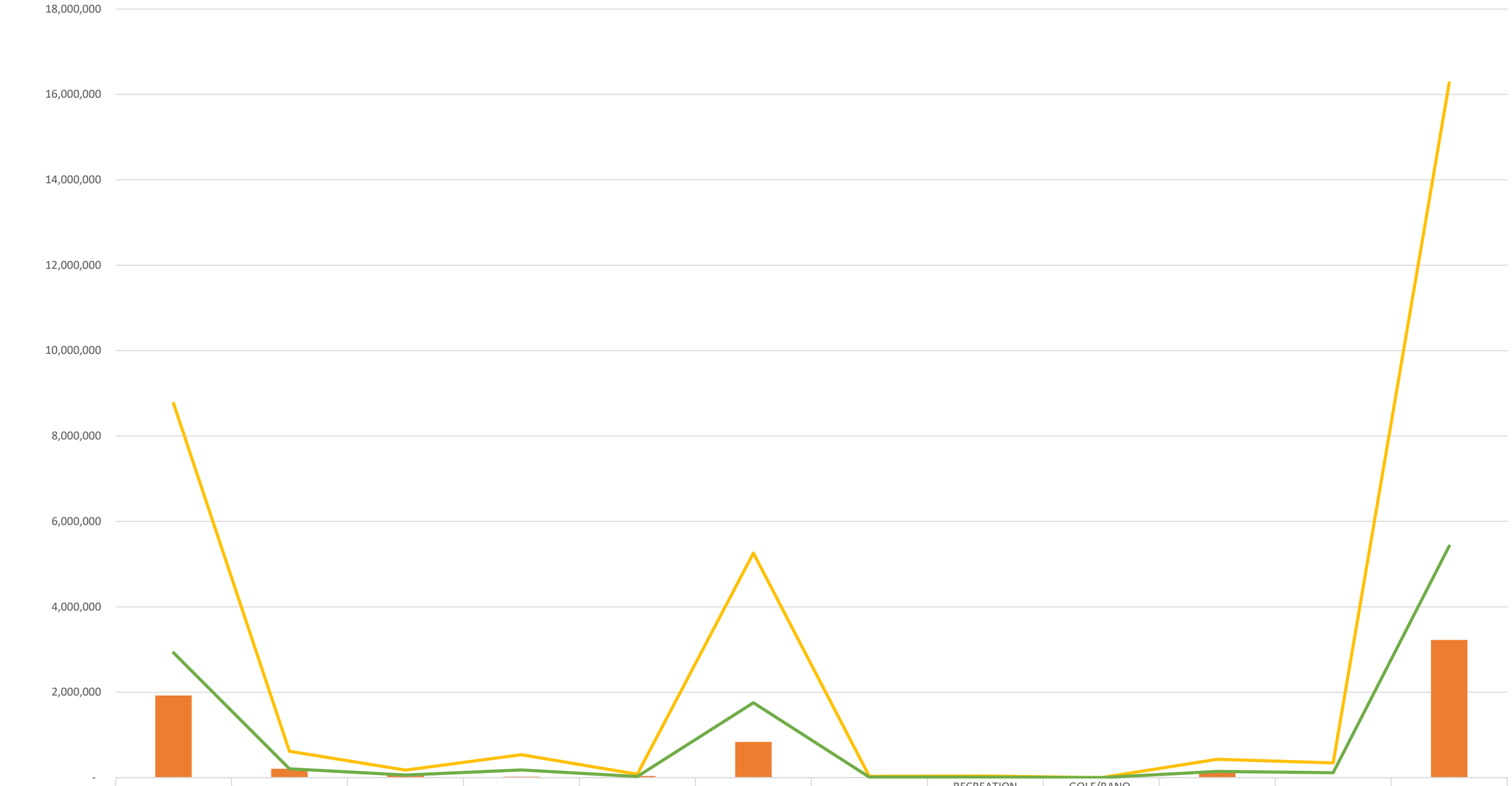


	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
PY YTD REVENUE	3,691,484	471,500	704,996	757,761	369,015	1,285,170	7,279,926
YTD REVENUE	3,222,315	556,086	724,907	794,728	299,868	108,315	5,706,219



Note: All Budgeted amounts are shown above the line graph and all actual amounts are shown below the line graph.

October 2023 General Fund - YTD Revenue Vs. 12 Month Budget and 4 Month Budget



	TAXES & LICENSES	PERMITS & FEES	PARKING & FINES	RENTS & LEASES	SALE OF SERV/DON.	MISC REVENUE	RENTAL FACILITIES	RECREATION REVENUE	GOLF/BANQ. REVENUE	STATE REVENUE	GRANTS	Total
FY24 REVENUE	1,922,963	204,765	67,475	22,201	36,291	833,912	10,255	13,303	-	108,557	2,595	3,222,317
12 Mo. Budget	8,767,635	616,385	176,720	534,961	79,298	5,260,025	29,450	35,500	-	428,850	344,265	16,273,089
4 Mo. Budget	2,922,545	205,462	58,907	178,320	26,433	1,753,342	9,817	11,833	-	142,950	114,755	5,424,363

Town of Farmville

Agenda Item Summary

MEETING DATE: December 6, 2023

ITEM NUMBER: 6.a. – Lease Purchase Financing Information

BACKGROUND: Verbal report by the Town Manager and/or Finance Director.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
1. Term Sheet 11.28.23 Farmville
2. Farmville Proposal Results Memo_11.28.2023

BANK OF AMERICA

Tax-Exempt Lease/Purchase Financing Proposal For:

Town of Farmville, Virginia
November 28, 2023

Bank of America has committed to deploying and mobilizing $1 trillion by 2030 in our Environmental Business Initiative in order to accelerate the transition to a low-carbon, sustainable economy. Through lending, investing, capital raising, advisory services and developing financing solutions for clients around the world, the bank has deployed more than $200 billion since 2007 in support of environmental business efforts across the globe.

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BANK OF AMERICA

Holly Andreozzi
Senior Vice President
Senior Leasing Specialist

Energy Services
MA5-100-08-11
100 Federal Street Boston, MA 02110
T 617.434.7760 M 617.320.9266
Holly.andreozzi@BofA.com

TRANSMITTAL VIA EMAIL

Attn: Steve Mulroy
Managing Director
VML VACo Finance

Date: November 28, 2023

Re: Tax-Exempt Lease-Purchase Agreement for Town of Farmville, Virginia

Thank you for the opportunity to present to you the attached terms and conditions for the financing of the above private placement transaction for the Town of Farmville, Virginia (the "Town", or "Lessee"). Bank of America, National Association ("BANA" or "Lessor") looks forward to the opportunity to provide our tax-exempt equipment lease financing services for this important energy efficiency project.

BANA and our non-bank qualified financing entity, Banc of America Public Capital Corp ("BAPCC") offers unique financing features and qualifications that can be leveraged on behalf of the Town to complete this transaction at a low interest cost and in a smooth and efficient manner. These features and qualifications include:

1. TAX-EXEMPT PRIVATE PLACEMENT EXPERIENCE: BANA/BAPCC are leading providers of private placement capital to the state government, municipal local government, K-12, housing authority, and higher education tax-exempt markets. Our team is highly experienced in documenting and closing tax-exempt lease purchase transactions;

2. ENERGY EFFICIENCY FINANCING EXPERIENCE: BAPCC's Energy Services group is a leading provider of financial solutions for energy efficiency, renewable energy, water system, and energy generation equipment and assets; and we have experience working with many different ESCOs, including ABM;

3. PRIVATE PLACEMENT: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

This cover letter and term sheet include only a brief description of the principal terms of the proposed transaction. Please understand that this proposal is not a commitment or offer to lend, and does not create any obligation for Lessor or BAPCC. Lessor and BAPCC will not be responsible or liable for any damages, consequential or otherwise, that may be incurred or alleged by any person or entity, including Lessee, as a result of this letter. Lessor will notify you in writing of its decision if Lessor agrees to proceed with the proposed transaction after completing its review and analysis.

Please feel free to contact me at 617.434.7760 to discuss the proposed transaction, or to accept this proposal, please sign the enclosed copy of this letter **within ten (10) business days** and return it to **my attention at holly.andreozzi@bofa.com.**

I look forward to the opportunity to work with you on the proposed transaction for the Town of Farmville.

Very truly yours,

Global Leasing Energy Services

By: Holly Andreozzi
Senior Vice President

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of borrower or its affiliates, and authorizes Lessor, Bank of America and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Town of Farmville, Virginia

By: _____

Title: _____

Date: _____

Option Selected:_____

Tax ID: _____

BANK OF AMERICA

SUMMARY OF TERMS AND CONDITIONS

I. Lessee, Lessor and Project Information - Introduction

Lessee: Town of Farmville, Virginia or ("Town").

Lessor: Bank of America, National Association or its affiliate or designee. In the event that the transaction is deemed to be "non-bank qualified" then BAPCC or its affiliate or designee will be the Lessor.

Lessor Background: Our Energy Services team has extensive experience in funding tax-exempt equipment lease transactions for energy efficiency projects that benefit governmental entities, K-12, and public higher education institutions throughout the country.

Commitment to energy efficiency and the environment: Bank of America is a proud supporter of energy efficiency and initiatives that have a positive impact on the environment. Some recent Virginia transactions are as follows:

Financial profile and strength: As mentioned, Bank of America is one of the nation's largest financial holding companies. Our annual report can be found on the following internet link:

http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual

II. Lease Structure, Project Description

Purpose: The purpose of this transaction is to provide financing for the acquisition, construction and installation of energy efficiency improvements (collectively, the "*Equipment*") by ABM Business Solutions ("*Vendor*") under an energy performance contract with the Town.

Structure: This transaction will be structured as a tax-exempt equipment lease purchase agreement ("*Lease/Purchase*") between Lessee and Lessor. Repayments under the Lease/Purchase shall be absolute and unconditional, paid from the Lessee's General Fund, subject only to annual appropriation of funds by the Lessee's governing body and in accordance with the laws of the Commonwealth of Virginia. The lease will be a net financial lease, and all expenses, including but not limited to insurance, maintenance, and taxes, will be for the account of Lessee.

Security: Upon acceptance of the Equipment, title to the Equipment shall be vested in Lessee. The Lessor will obtain, a first priority perfected security interest in the Equipment under the Lease Purchase that shall be evidenced by the filing of UCC financing statements and fixture filings (note fixture filings won't be required for water and parking meters). At maturity of the Lease/Purchase, upon payment of all outstanding amounts under the Lease/Purchase, Lessor's security interest in the

Equipment shall be released and Lessee shall retain the Equipment. Lessee shall be required to maintain the Equipment free and clear of other liens, to insure the Equipment (public liability and property damage insurance), to promptly repair or replace any damaged or destroyed Equipment and to pay any applicable taxes.

Proceeds:

Estimated Financing Amount	$4.9MM

III. Funding, Interest Rate, Closing

Funding: Proceeds from the Lease can be deposited into a Restricted Account held by the Town and invested in the Virginia Investment Pool. Disbursements will be made from the Restricted Account to pay for project costs upon delivery by Lessee of a disbursement request and related documents and approval by Lessor.

Closing Date: **Estimated December 20, 2023**

Indicative Interest Rate: Option 1 Approximately 15 years - 4.695%
Option 2 Approximately 16.5 years – 4.699%

Option 1

Life Swap Term	Index Rate*	x 79%	Spread	Interest Rate
9	4.40%	3.47%	1.223%	4.695%

Option 2

Life Swap Term	Index Rate*	x 79%	Spread	Interest Rate
9	4.40%	3.47%	1.227%	4.699%

*BYSB Index rates as of November 28, 2023

If this proposal is signed and returned to Lender within ten (10) business days:

The Tax-Exempt Interest Rate is locked until January 28, 2023 and will be locked so long as the transaction is funded on or before such date. If closing of the transaction occurs after such rate lock expiration, the respective Interest Rate for the transaction is subject to repricing *at the discretion of Lessor* seven (7) business days prior to the scheduled closing date. In no event will the respective BYSB SWAP Rate(s) used to reset the Interest Rate be less than the BYSB SWAP Rate(s) in the pricing grid above.

IF BORROWER ASKS LENDER TO LOCK THE RESPECTIVE INTEREST RATE ABOVE FOR FUNDING, BORROWER AGREES NOT TO SEEK FUNDING FOR THE PROJECT WITH ANOTHER LENDER

FOR A PERIOD OF SIX MONTHS AS A MEANS TO CIRCUMVENT THE RATE THAT BORROWER HAS ASKED LENDER TO HOLD.

PLEASE NOTE THAT THE PRICING AND RATE ABOVE ARE BASED ON THE AVERAGE LIFE OF THE ATTACHED DRAFT AMORTIZATION SCHEDULES. TO THE EXTEXT THAT THE AVERAGE LIFE OF THE FINAL SELECTED AMORTIZATION SCHEDULE CHANGES FROM THE ATTACHED, THE RESPECTIVE RATE ABOVE IS SUBJECT TO MODIFCATION BY LENDER TO ACCOUNT FOR ANY LENGTHENING OF THE AVERAGE LIFE OF THE FINAL SCHEDULE.

* **Index Succession:** In the event the BYSB index ceases (a) to be determined and made available through the applicable Refinitiv screen page (or comparable source selected by Lessor), (b) to be a representative index for approximating movements in Lessor's costs of funding fixed-rate transactions, or (c) to be the generally accepted swap index in the marketplace, Lessor may in its discretion use another replacement swap index applicable to U.S. Dollar collateralized funding that is generally accepted in the commercial credit marketplace as a comparable substitute for the index.

Closing Costs: Lessee will be responsible for its own closing costs, including its own legal costs for provided the validity legal opinion for the transaction. A tax opinion is not required for this transaction. Lessee may include legal and financing costs in the transaction amount.

Lessor's Counsel: So long as Lessor's documents are used without considerable edit, Lessor will be responsible for Lessor's outside attorney fees.

IV. Repayment, Prepayment and Other Terms

Payments: Lessee shall make rental payments per the attached amortization schedule.

Prepayment: On any periodic rental payment date and following 30 days advance written notice, Lessee shall have the option to prepay its obligations (in whole and NOT in part) under the Lease/Purchase upon payment of the then-applicable Purchase Price, which will be calculated as 102% of the outstanding principal balance.

Documentation: Lessor will use its standard form of lease documentation; such terms and conditions in Lessor's lease documentation supersede the provisions contained in the RFP.

Payment and Performance Bonds: Lessor will be named as dual obligee on the payment and performance bond provided by Vendor. Payment and Performance Bonds are subject to Lessor's review and approval.

Bank Qualification: This transaction will be considered Bank-Qualified.

Opinion of Counsel: Counsel to Lessee shall deliver an opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will provide, among other matters:

(a) counsel has examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease/Purchase; and

(b) the Lease/Purchase has been duly executed by Lessee and is a valid, binding and enforceable obligation against Lessee.

Tax Exempt Lease/Purchase: The rental payments have been calculated on the following assumptions and representations by Lessee that Lessee:

1. is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code") and duly created and validly existing under the laws of the Commonwealth of Virginia;

2. is authorized under the laws of the Commonwealth of Virginia to enter into the Lease/Purchase and the transactions contemplated thereby and to perform all of Lessee's obligations thereunder; and

3. has duly authorized the execution and delivery of the Lease/Purchase under the terms of a resolution of its governing body or by other appropriate official approval, and all requirements and procedures have been satisfied in order to ensure the enforceability of the Lease/Purchase, and Lessee has complied with all applicable public bidding requirements; and

Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status and shall make such further representations and certifications as are customary in tax exempt transactions.

Final Approval: This proposal and the terms set forth herein are an indication of interest in the transaction, and are not and should not be construed as a commitment nor obligation of Lessor or its affiliates to provide any financing. The proposed transaction and the terms set forth herein are subject to all credit, risk, documentation and legal approvals of Lessor as well as execution and delivery of documentation acceptable to all parties. All disbursements are subject to no material adverse change in the financial condition of Lessee from the time of approval.

Assignment: Lessor shall be entitled to assign its right, title and interest in the Lease and leased equipment on a private placement basis to qualified purchasers. In addition, Lessor shall be entitled to assign its right, title and interest in the Lease/Purchase to a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in such Lease, provided such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (I) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment (ii) such purchaser understands neither the Lease or certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) that it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a

transaction exempt from registration under the Securities Act of 1933.At any time, Lessor may sell, assign or encumber all or any part of its right title and interest in the Lease/Purchase; however, in no event shall the Lessor assign this agreement as a public offer of participation. Lessee consents to a private placement transaction within the meaning of applicable federal securities laws.

Proposal Expiration Date: This proposal must be accepted within ten (8) business days to be valid.

Questions/Alternative Payment Schedules: Please contact Lessor with any questions you may have, or to run additional payment and pricing scenarios.

Market Disruption: NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS PROPOSAL LETTER, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, LESSOR MAY MODIFY THE INDEX PRICING DESCRIBED ABOVE.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Standard Disclosures and Disclaimers

The transaction described in this document is an arm's length, commercial transaction between you and Bank of America, National Association ("BANA") in which: (i) BANA is acting solely as a principal (i.e., as Lender) and for its own interest; (ii) BANA is not acting as a municipal advisor or financial advisor to you; (iii) BANA has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BANA or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BANA has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BANA is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

This proposal is submitted in response to your Request for Proposal. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

Sample Amortization – Option 1 – 15 years

Lease Proceeds	**4,880,000.00**
Interest Rate	**4.695%**
Closing/Funding Date (est.)	**12/20/23**
Average Life	**9.300**

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		12/20/2023	4,880,000.00				4,880,000.00
1	1	7/1/2024		121,558.77	121,558.77	0.00	4,880,000.00
2	1	1/1/2025		114,558.00	114,558.00	0.00	4,880,000.00
3	2	7/1/2025		114,558.00	114,558.00	0.00	4,880,000.00
4	2	1/1/2026		246,075.10	114,558.00	131,517.10	4,748,482.90
5	3	7/1/2026		246,075.10	111,470.64	134,604.46	4,613,878.44
6	3	1/1/2027		246,075.10	108,310.80	137,764.30	4,476,114.15
7	4	7/1/2027		246,075.10	105,076.78	140,998.32	4,335,115.83
8	4	1/1/2028		246,075.10	101,766.84	144,308.26	4,190,807.57
9	5	7/1/2028		246,075.10	98,379.21	147,695.89	4,043,111.68
10	5	1/1/2029		246,075.10	94,912.05	151,163.05	3,891,948.63
11	6	7/1/2029		246,075.10	91,363.49	154,711.61	3,737,237.02
12	6	1/1/2030		246,075.10	87,731.64	158,343.46	3,578,893.56
13	7	7/1/2030		246,075.10	84,014.53	162,060.57	3,416,832.99
14	7	1/1/2031		246,075.10	80,210.15	165,864.95	3,250,968.04
15	8	7/1/2031		246,075.10	76,316.47	169,758.63	3,081,209.41
16	8	1/1/2032		246,075.10	72,331.39	173,743.71	2,907,465.70
17	9	7/1/2032		246,075.10	68,252.76	177,822.34	2,729,643.36
18	9	1/1/2033		246,075.10	64,078.38	181,996.72	2,547,646.64
19	10	7/1/2033		246,075.10	59,806.00	186,269.10	2,361,377.55
20	10	1/1/2034		246,075.10	55,433.34	190,641.76	2,170,735.79
21	11	7/1/2034		246,075.10	50,958.02	195,117.08	1,975,618.71
22	11	1/1/2035		246,075.10	46,377.65	199,697.45	1,775,921.26
23	12	7/1/2035		246,075.10	41,689.75	204,385.35	1,571,535.91
24	12	1/1/2036		246,075.10	36,891.81	209,183.29	1,362,352.62
25	13	7/1/2036		246,075.10	31,981.23	214,093.87	1,148,258.75
26	13	1/1/2037		246,075.10	26,955.37	219,119.73	929,139.02
27	14	7/1/2037		246,075.10	21,811.54	224,263.56	704,875.46
28	14	1/1/2038		246,075.10	16,546.95	229,528.15	475,347.31
29	15	7/1/2038		246,075.10	11,158.78	234,916.32	240,430.99
30	15	1/1/2039		246,075.11	5,644.12	240,430.99	-
				6,994,702.46	2,114,702.46	4,880,000.00	

Sample Amortization – Option 2 – 16.5 years

Lease Proceeds	**4,880,000.00**
Interest Rate	**4.699%**
Closing/Funding Date (est.)	**12/20/23**
Average Life	**9.300**

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance
0		12/20/2023	4,880,000.00				4,880,000.00
1	1	7/1/2024		121,662.33	121,662.33	0.00	4,880,000.00
2	1	1/1/2025		114,655.60	114,655.60	0.00	4,880,000.00
3	2	7/1/2025		114,655.60	114,655.60	0.00	4,880,000.00
4	2	1/1/2026		228,501.45	114,655.60	113,845.85	4,766,154.15
5	3	7/1/2026		228,501.45	111,980.79	116,520.66	4,649,633.49
6	3	1/1/2027		228,501.45	109,243.14	119,258.31	4,530,375.19
7	4	7/1/2027		228,501.45	106,441.17	122,060.28	4,408,314.91
8	4	1/1/2028		228,501.45	103,573.36	124,928.09	4,283,386.82
9	5	7/1/2028		228,501.45	100,638.17	127,863.28	4,155,523.54
10	5	1/1/2029		228,501.45	97,634.03	130,867.42	4,024,656.13
11	6	7/1/2029		228,501.45	94,559.30	133,942.15	3,890,713.98
12	6	1/1/2030		228,501.45	91,412.32	137,089.13	3,753,624.85
13	7	7/1/2030		228,501.45	88,191.42	140,310.03	3,613,314.83
14	7	1/1/2031		228,501.45	84,894.83	143,606.62	3,469,708.21
15	8	7/1/2031		228,501.45	81,520.79	146,980.66	3,322,727.55
16	8	1/1/2032		228,501.45	78,067.48	150,433.97	3,172,293.58
17	9	7/1/2032		228,501.45	74,533.04	153,968.41	3,018,325.18
18	9	1/1/2033		228,501.45	70,915.55	157,585.90	2,860,739.28
19	10	7/1/2033		228,501.45	67,213.07	161,288.38	2,699,450.90
20	10	1/1/2034		228,501.45	63,423.60	165,077.85	2,534,373.05
21	11	7/1/2034		228,501.45	59,545.09	168,956.36	2,365,416.70
22	11	1/1/2035		228,501.45	55,575.47	172,925.98	2,192,490.72
23	12	7/1/2035		228,501.45	51,512.57	176,988.88	2,015,501.84
24	12	1/1/2036		228,501.45	47,354.22	181,147.23	1,834,354.61
25	13	7/1/2036		228,501.45	43,098.16	185,403.29	1,648,951.33
26	13	1/1/2037		228,501.45	38,742.11	189,759.34	1,459,191.99
27	14	7/1/2037		228,501.45	34,283.72	194,217.73	1,264,974.26
28	14	1/1/2038		228,501.45	29,720.57	198,780.88	1,066,193.38
29	15	7/1/2038		228,501.45	25,050.21	203,451.24	862,742.15
30	15	1/1/2039		228,501.45	20,270.13	208,231.32	654,510.83
31	16	7/1/2039		228,501.45	15,377.73	213,123.72	441,387.11
32	16	1/1/2040		228,501.45	10,370.39	441,387.11	-
33	17	7/1/2040		228,501.45			
				7,206,016.95	2,320,771.56	4,880,000.00	

VML VACo FINANCE

8 E. Canal Street
Richmond, Virginia 23219
(804) 648-0635

Steve Mulroy
Managing Director

November 28, 2023

MEMORANDUM

To: Julie Moore, Director of Finance, Town of Farmville

From: Steve Mulroy, Managing Director

Re: VML/VACo Equipment Lease-Purchase Financing –
Town of Farmville, Virginia
Results of Financing Proposals for Energy Saving Project

We are pleased to present the results of our request for proposals related to the Town of Farmville's (the "Town") lease-purchase financing of an Energy Saving Project facilitated by ABM Building Services.

VML/VACo Finance solicited proposals from dozens of banks, including local, regional, and national financial institutions. We received 6 proposals; Bank of America submitted the winning proposal with a rate of 4.695% fixed for a 15-year term and 4.699% for a 16.5-year term. CapitalOne submitted the cover proposal with a rate of 5.04% and 5.09% fixed for a 15-year and 20-year term, respectively. A review of Bank of America's proposal is included below:

Borrower	Town of Farmville, VA
Purpose	Lease-purchase financing of Energy Saving Project
Lender	Bank of America
Interest Rates	15-year term: 4.695% 16.5-year term: 4.699%
Interest Rate Lock	• Signed proposal due: December 12, 2023 • Closing: On or before January 28, 2024

Escrow	Proceeds can be deposited into a restricted account held by the Town and invested in VIP
Security Pledge	First lien security on Equipment
Project Amount (est.)	$4,880,000
Tax Treatment	Tax-exempt and Bank Qualified
Term	15 years, maturing January 1, 2039 16.5 years, maturing July 1, 2040
Amortization	Fully amortizing over term with level semi-annual principal and interest payments.
Interest Due	Due semi-annually on 1/1 and 7/1 commencing 7/1/2024
Principal Due	Semi-annually on 1/1 and 7/1, commencing 1/1/2026
Call Provision	Prepayable at any time at 102% of outstanding principal plus accrued interest
Bank Counsel & Documentation Fees	Not required, assuming bank documents without considerable edits.
Anticipated Closing Date	December 20, 2023
VML/VACo Finance Fee	$12,500
Other Closing Costs (est.)	$20,750 (including for Bond Counsel)

Please note that Bank of America's proposal is subject to final credit approval, legal review and acceptable documentation. Bank of America's proposal and preliminary payment schedule are attached for your review.

I will give you a call to follow up and discuss next steps. In the meantime, don't hesitate to call me with any questions.

Thank you.

Attachment

Town of Farmville

Agenda Item Summary

MEETING DATE: December 6, 2023

ITEM NUMBER: 6.b. – Bundled Energy Solutions Agreement

BACKGROUND: Verbal report by the Town Manager.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS:
1. ABM Town of Farmville Phase 1 Bundled Energy Agmt 11.08.2023(CS 11.30.23)

ABM FACILITY SUPPORT SERVICES, LLC		Bundled Energy Solutions Agreement	
Proposal Date	**Proposal**	**Agreement Number**	
November 1, 2023	0914	Town of Farmville	
BY AND BETWEEN			
ABM FACILITY SUPPORT SERVICES, LLC	AND	Town of Farmville 116 North Main Street Farmville, VA 23901	
Hereinafter: Contractor		Hereinafter: Customer	

PROJECT DESCRIPTION

Customer wishes for Contractor to perform the project (the "Project") consisting of the implementation of the scope of work described in Exhibit B (the "Work" or "Scope of Work"). Customer also wishes for Contractor to perform the ongoing services described in Exhibits G and I. The Project portion of this Agreement (the "Implementation Phase") will be substantially complete and ready for Customer's beneficial use within eighteen (18) months of issuance of a Notice to Proceed unless the date is extended pursuant to the terms of this Agreement or mutual agreement of the Parties. Customer's acceptance and obligations hereunder are contingent upon and subject to the Customer obtaining financing satisfactory to Customer within thirty (30) days hereof. Upon timely notification by Customer to Contractor of the inability to obtain financing satisfactory to Customer, this Agreement shall be null and void. Otherwise, this Agreement shall become the valid obligations of both Contractor and Customer and Contractor shall proceed as if Notice to Proceed was issued on the 30th day following Customer's execution of this Agreement.

The following Exhibits and Attachments are incorporated into this Agreement in their entirety:

1. Exhibit A – General Terms and Conditions
2. Exhibit B – Scope of Work
3. Exhibit C – General Notes
4. Exhibit D – Reserved
5. Exhibit E – Financial Terms and Conditions
6. Exhibit F – Press Release Authorization
7. Exhibit G – Guarantee
8. Exhibit H – Delivery and Acceptance Certificate

9. Exhibit I – On-Going Services

10. Exhibit J – Prevailing Wage Schedule

11. Exhibit K – Change Order

Per FAR 552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAY 2019), this Contract hereby incorporates by reference all the terms and conditions of ABM's GSA MAS Schedule, Contract # GS-07F-5542P except the Disputes clause, the patent indemnity clause, and the portion of the Commercial Item Contract Terms and Conditions that specifies "Compliance with laws unique to Government contracts" (which applies only to contracts with entities of the Executive branch of the U.S. Government). If any terms or conditions of the Contract conflict with the terms or conditions of ABM's GSA MAS Schedule, GSA MAS Schedule's terms and conditions shall prevail.

Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The Agreement will become effective only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, (the "Contract Documents") sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM FACILITY SUPPORT SERVICES, LLC	Enter any content that you want to repeat, including other content controls. You can also insert this control around table rows in order to repeat parts of a table. Enter any content that you want to repeat, including other content controls. You can also insert this control around table rows in order to repeat parts of a table. **Town of Farmville**
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME Andrew Sherman **TITLE** SVP of ABM FSS	**Dr. C Scott Davis** **Town Manager**
Date	Date

Exhibit A

General Terms and Conditions

The term "Contractor" shall mean and include the ABM entity from Page One.

The term "Customer" shall mean and include the Town of Farmville.

The term "Agreement" shall mean this Agreement, including all Contract Documents.

1. **Warranty.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING *NO* WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.

2. **Equipment Quality.** Equipment that is to be replaced shall maintain a high standard of quality. The Customer shall review all products and manufacturer cut sheets on new equipment that is to be installed and shall meet the minimum standards specified in Exhibit B, Scope of Work.

3. Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price for the implementation Work price as shown on Exhibit E-1. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of the Project, having a financial strength rating by A.M. Best Company of "A -" or better and shall be delivered to Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract.

4. **Access to Site.** Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities.

5. **Prevailing Wages.** The prevailing wage determination, if applicable, has been provided by the Customer and is attached as Exhibit J.

6. **Schedule of Work.** Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an equitable extension of contract time in the event of an Excusable Delay. Contractor shall be entitled to an equitable adjustment of the contract time and Contract Price in the event of a Compensable delay.

7. **Compensable Delay**. Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or other delays caused by the action or inaction of Owner or others under its control.

8. **Excusable Delay.** Any delay caused by governmental action, or lack thereof; shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slowdowns, job actions, picketing and/or secondary boycotts); fire or other casualty; delays in transportation; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Customer.

9. **Concealed or Unknown Conditions**. If concealed or unknown physical conditions are encountered at the site that differ from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall be entitled to an equitable adjustment in the contract price and contract time to account for any additional costs or time required for completion.

10. **Amendments.** Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

11. **Building Structure.** Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.

12. **Safety Data Sheets.** Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.

13. **Notice to Proceed.** The date of the commencement of the Work shall be fixed in a notice to proceed. No Work shall be commenced until Customer issues such notices to proceed, which may be done in stages authorizing the commencement of certain Work at various times.

14. **Independent Contractor.** The Contractor undertakes performance of the services and the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Customer and the Contractor, its agents, representatives, employees, consultants, the Customer or any subcontractor, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Customer and the Contractor, its agents, employees, representatives, consultants, Customer, or subcontractor. Neither party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor's agents, employees, and consultants; and (b) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor 's own methods subject to compliance with this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Contract. Any direction or instruction by the Customer or any of the Customer's authorized representatives shall be considered to have been given exclusively as evidence of the Customer's desire to obtain certain results from the Work and shall in no way affect the Contractor's status as an independent contractor.

15. **Hazardous Materials.** Asbestos Containing-Materials and Other Hazardous Materials: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances, with the sole exception of disposal of light bulbs and ballasts required to be removed as part of a lighting retrofit. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

16. **Environmental Indemnity:** Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

17. **Insurance**. Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than $2,000,000 per occurrence, $4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than $5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least $1,000,000 and 4) Excess liability limits of $5,000,000 on above coverages.

Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

18. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

    Customer agrees to indemnify, defend, and hold harmless Contractor from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.

19. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE FEES OWED BY THE CUSTOMER UNDER THIS AGREEMENT.

20. **Force Majeure.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; pandemic; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.

21. **Air Quality.** Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.

22. **Payment & Completion.** Implementation Phase: During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion, Customer will make monthly progress payments to Contractor in the amounts shown in Exhibit E-1. Customer shall (within five (5) days of receipt) execute and deliver to Contractor completed forms H-1 (Exhibit H-1) upon substantial completion by Contractor of each portion of the Work identified in Exhibit B. A Final Delivery and Acceptance Certificate (Exhibit H-2) shall be executed by Customer upon final completion of all the Work ("Final Acceptance"). Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by Contractor if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" (also referred to as "Beneficial Use") shall mean that the subject portion of the Work has been demonstrated by Contractor to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Agreement, the terms "Final Completion" or "Final Acceptance" shall mean that Contractor has fulfilled all of its implementation obligations under this Agreement. This shall include the completion of all punch list items and the submission of all required documentation.

    Thirty (30) days after the date of an invoice on account of work done by Contractor, Customer shall pay Contractor 95% of the value of Contractor's work. The remaining 5% retained shall be held as additional security for the faithful performance by Contractor of all the work required under this Agreement and shall be paid to Contractor within thirty (30) days after Final Acceptance.

    Performance Phase: Customer shall pay the annual maintenance and measurement and verification (M&V) service fees (collectively, the "Performance Period Fee") according to the terms set forth in Exhibit E-2.

    All invoices shall be due within 30 days from receipt. Amounts not paid to Contractor on or before the due dates specified in this Section 22 above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

    The services provided for hereunder may overlap one another. In that regard, the payments to be made by Customer to Contractor with respect to one or more services shall be in addition to one another.

23. **Ownership of Work.** Ownership of and title to the Work will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate by Customer to Contractor indicating Substantial Completion, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to Contractor, excluding payment obligations related to maintenance or other annual services hereunder. The Customer shall bear all risk of loss to the Work upon Substantial Completion.

    Subject and subordinate to the rights of any financing for the Work, Contractor under this Agreement shall be entitled to all rights, benefits and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Agreement, including but not limited to those under the Uniform Commercial Code, as adopted in the state where the project is located or any other applicable state ("Code"). Contractor shall retain such security interest in the ECMs, pursuant to this Agreement, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by ABM in connection therewith, Customer agrees to provide to Contractor appropriate financing statements and other documents necessary in order for Contractor and/or any bank, lender or financial institution to which Contractor has assigned any interest in this Agreement, to perfect said subordinate security interest in the ECMs.

24. **Termination.**

    Customer:

    (a) Prior to Final Acceptance. Customer may terminate this Agreement if the Contractor commits a material breach of any obligation hereunder which is not remedied within thirty (30) days of written notice specifying such breach.

    (b) Performance Phase. After Final Acceptance, Customer may terminate the performance phase services upon thirty (30) days prior written notice. Upon termination, Contractor shall have no Guarantee Obligations hereunder for any partial Performance Years, nor shall Contractor have an obligation to refund any monthly payments made hereunder through the date of any such early termination and Customer shall have no obligation to make payments for future months. Upon termination of this contract for any reason, the Savings Guarantee shall be null and void and, except for any unpaid sums owed to Contractor, neither Party shall have any further obligations under this Contract. Contractor will provide a Guarantee Early Termination Letter for documentation purposes. No further activities will be conducted, and no additional Energy Cost Avoidance Reports will be provided. Once terminated, the Guarantee cannot be reinstated in future years.

    Contractor:

    Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) of this Agreement which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full or 3) upon thirty (30) days prior written notice.

25. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Prince Edward County, Virginia with one arbitrator in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state in which the project is located. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the Circuit Court for the County of Prince Edward, Virginia and in connection with such action to compel the laws of the Commonwealth of Virginia (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

26. **Rebates and Credits.**

    a. Generally: If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.

I do not understand this section. It seems to be saying two different things. The first part seems to indicate that any carbon credits are the sole property of Contractor, and the second part seems to indicate that any carbon credits are the sole property of the Customer.

27. **Guarantee of Savings.** Contractor will guarantee to the Customer the Savings detailed in Exhibit G, "Guarantee". The Savings will be determined, measured, and verified in accordance with the terms and conditions contained in Exhibit G.

28. **Confidentiality**. (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. It is understood by and between the parties to this Agreement that Customer is a public body, and therefore this contract is subject to public inspection. Nothing in the body of this Agreement shall be deemed confidential information.

(b) Any Confidential Information provided by Contractor to Customer during this course of this Agreement shall be used solely in connection with the Agreement and the Recipient/Customer shall not disclose the Confidential Information to any person other than officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement.

29. **No Partnership**. Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.

30. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. **Entire Agreement and Disclaimer of Reliance**. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.

32. **No Third-Party Rights**. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

33. **Legal Capacity**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

34. **Successors and Assigns**. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.

35. **Further Assurances**. Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.

36. **Attorney's Fees**. Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding.

37. **Choice of Law/Disputes.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state in which the project is located without regard to principles of conflicts of laws.

38. **Independent Counsel**. All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

39. **ABM not a Municipal Advisor.** The Customer acknowledges and agrees that ABM has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on ABM for any matters relating to the financing of the Project, including issuance of any bonds.

40. **Notices.** All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by E-Mail with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: TOWN OF FARMVILLE

116 North Main Street

Farmville, VA 23901

Attention: Dr. Scott Davis

To: ABM FACILITY SUPPORT SERVICES, LLC:

12040 Indian Creek Ct, Beltsville, MD 20705

Attention: Andrew Sherman

With a copy to: legalnotice@abm.com

Either Party may change such address from time to time by written notice to the other Party.

41. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and the Customer and supersedes all prior negotiations, written instrument signed by the party charged to be bound thereby. This Agreement may only be amended in a writing signed by the parties.

42. **Publicity.** Customer by executing Exhibit F hereby grants Contractor the right to name the Customer in Contractor marketing materials, including but not limited to, advertisements, press releases and promotions.

Exhibit B
Scope of Work

Town of Farmville Infrastructure Modernization Project

Listing of Farmville Buildings in This Project

Building Name	Square Feet
Farmville Town Hall 116 N. Main Street Farmville, VA 23901	30,982
South Street Conference Ctr. 124 South Street Farmville, VA 23901	11,474
Train Station 510 W. 3rd Street Farmville, VA 23901	3,204
Fire Department 1000 W. 3rd Street Farmville, VA 23901	8,910
Probation and Parole Bldg. 75 Industrial Park Road Farmville, VA 23901	4,581
Water Treatment Plant 510 Waterworks Rd. Farmville, VA 23901	15,225
Public Works Facility 814 Longwood Ave. Farmville, VA 23901	19,010
Farmville Area Bus Facility 502 Doswell St. Farmville, VA 23901	8,812
Wastewater Treatment Plant 600 Doswell St. Farmville, VA 23901	540 (compressor Bldg.) 1,800 (Control Bldg.) 754 (Blower Bldg.)
Fueling Station Doswell St. Farmville, VA	Outside equipment only
Sports Complex 1328 Zion Hill Rd. Farmville, VA 23901	10,000

TECHNICAL CATEGORIES

The following are the improvements that will be made for The Town of Farmville:

TC – 1.1 Boiler Improvements

TC – 3.1 Building Automation System Upgrades

TC – 3.2 Thermostat Upgrades

TC – 4.1 HVAC Upgrades

TC – 5.1 LED Lighting Upgrades

TC – 6.1 Building Envelope Upgrades

TC – 11.1 Solar Photovoltaic System (3rd Party PPA)

TC – 13.1 Water Conservation

TC – 13.2 Replace Water Meters & Implementation of AMI

TC – 20.1 Roof Upgrades

TC – 20.2 EV Charging Stations

TC – 20.3 Parking Meter Upgrades

TC – 3.1 Building Automation System Upgrades

CONTRACTOR will replace the existing Carrier I-view Controls system with a new Tridium system (or equivalent). Systems and devices to be replaced consists of:

Item A – Town Hall BAS Head End Upgrade

Network / Head End Upgrade:

- Install SE Tridium JACE N4 with Carrier CCN Driver
- Provide 100 connected devices Core License
- Provide 18-month initial Tridium SMA
- Create Graphics Display, Alarms, Trends for points connected to the network
- 1 Laptop Provided - Laptop Specs:
    - Equivalent to Dell 3540
    - 13th Gen Intel® Core™ i5-1335U
    - Windows 11
    - 15.6” Display
    - 8 GB: 1 x 8 GB, DDR4, 3200 MT/s
    - 256 GB, M.2 2230, PCIe NVMe, SSD, Class 35
- All other controllers will remain as is and be integrated to the new head end (RTUs, VAVs, etc.)

Item B – Town Hall Controls Retro Commissioning

Retro commissioning of Carrier Controls on the Major equipment listed below:

- Packaged Roof Top Units (Qty of 6)
- Include addressing Econ Setpoints
- VAV boxes (Qty of 50)
- Retro commissioning will include:
    - Review original sequence of operations
    - Validate any failed sensors
    - Adjust economizer settings to enable economizers
    - Validate VAV boxes setpoints are being met
    - Validate airflow switch operation, recalibrate as required
    - Validate static pressure setpoints and adjust to enable VFD slowing fans down
- Includes 3 days for a Carrier Technician to support as required
- Includes replacement of up to 10 Limit Switches, 4 VAV box fan motors, & 4 VAV box flow rings. Any leftover units will be left with the Town of Farmville as spares

Item C – Town Hall Pre & Post Balancing

Pre & Post Airside Balancing for the following equipment/systems:

- Carrier Packaged Rooftop Units (qty of 6)
- Series Fan Powered VAV boxes (qty of 50)
- Test and balance of Diffusers, Registers, and Grills
- Testing and Balancing will include:
    - Review original design documentation
    - Pre balancing CFM measurements reading main ductwork supply and returns
    - Measure VAV box flows
    - Post will be same measurements, with recommendations of appropriate setpoint adjustments
    - Adjust appropriate static pressure setpoints on AHU
- Test and balance Preparation: Prepare TAB forms based on documents available (existing mechanical drawings, etc.)
- Test and balance Services: Provide readings and make adjustments with the original design conditions as the performance goals.
- Final TAB Report: Complete TAB report with readings, adjustments made, and recommendations for field issues discovered

Town Hall BAS Exclusions:

- Replacing existing sensors / controllers unless specifically noted above – A price will be given to replace if items are found to be bad
- No additional Loose Dampers or Damper Actuators are included unless specifically noted above
- No additional Loose Valves or Valve Actuators are included unless specifically noted above
- Smoke Detectors, Fire Dampers, Fire Alarm Relays, Fire Caulking, Interlock wiring for any life safety devices unless specifically noted above
- No additional low voltage wiring unless specifically noted above
- After hours or Overtime work
- 120Vac to Control Panels

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Town Hall			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
CFL-CFS13W-1	None	Excluded from scope	5
CFL-PL2P26W-2	Replace	10in LED Downlight with 10in to 14in Trim Ring, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 21W/29.5W/37.5W 2250L/3050L/3650L 3000K/3500K/4000K 120-277V, Set to 29.5W 3050L	4

CFL-PL4P26W-2	Retrofit	8in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 16.5W/23W/29W 1550L/2150L/2700L 2700K/3500K/5000K 120-277V, Set to 23W 2150L	16
CFL-PL4P32W-1	Replace	6in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 9W/13W/18.5W 850L/1250L/1800L 3000K/3500K/4000K 120-277V, Set to 18.5W 4000K	5
CFL-PL4P36W-2	Retrofit	(2) LED PLL Lamp Ballast Bypass 16W 2000L 4000K 120-277V	3
CFL-PL4P40W-1	Retrofit	(2) LED 4-pin CFL PL-L 2G11 UL Type-B BBU 17W 2200L 4000K 120V-277V	3
CFL-PL4P40W-2	Retrofit	(2) LED 4-pin CFL PL-L 2G11 UL Type-B 17W 2200L 4000K 120V-277V	2
CFL-PL4P42W-1	Replace	6in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 9W/13W/18.5W 850L/1250L/1800L 3000K/3500K/4000K 120-277V, Set to 18.5W 4000K	2
CFL-PL4P42W-2	Retrofit	8in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 16.5W/23W/29W 1600L/22000L/2700L 3000K/3500K/4000K 120-277V, Set to 23W 4000K	2
EXIT-LED1.5W-1	None	Excluded from scope	25
F-F17T8-2	Retrofit	2ft 2-lamp T8 TLED Type-B coated glass S/D ended 7W 900L 4000K	1
F-F32T8-1	Retrofit	4ft 1-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	1
F-F32T8-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	78
F-F32T8-3	Retrofit	4ft 3-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	23
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	17
F-F54T5/HO-2	Retrofit	4ft 2-lamp T5HO TLED UL Type-C glass 22W 3300L 4000K	1
HAL-H50/LV-3	None	Excluded from scope	1
INCAN-I20-1	Relamp	LED MR12 3W 12V 3000K	1
LED-L100-1	Replace	LED Area Type III, Fixed Pole Mount, Bronze, 100W 13700L 4000K 120-277V	1
LED-L16-2	None	Excluded from scope	3
LED-L22-1	None	Excluded from scope	1
LED-L36-1	None	Excluded from scope	5
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	1
MH-MH175-1	Retrofit	LED Flood Small Wide Knuckle/Yoke Bronze Dim Photocell 35W 4900L 3000-5000K 120-277V	1
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	2

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on three (3) single doors
- Install weatherstrip on two (2) double doors
- Install seven (7) door sweeps and make proper adjustments to door closures and latches
- Install two (2) sets of astragals

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install thirteen (13) 0.5 GPM flow restrictors on restroom faucets
- Install three (3) 0.5 GPM flow restrictors on general purpose faucets
- Install four (4) .125 GPF “pint sized” urinal and flush valves
- Replace one (1) existing with new low flow shower head

TC – 20.1 Roof Upgrades

Contractor will furnish and install the following:

Roof Repair:

- Remove and replace the deteriorated walkway pad and damaged roof membrane for approximately 330 LF of walkway pad and approximately 1,800 SF total damaged area of roof membrane.
- Install new outside corner patches over all outside corner flashings on the TPO roof sections.
- Top off all pitch pockets.

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the two (2) Split Systems and two (2) Ductless Split Systems with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/ Connect four (4) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville Wi-Fi network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

South Street Conference Center			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
CFL-CFS23W-1	Relamp	10in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 21W/29.5W/37.5W 2250L/3050L/3650L 3000K/3500K/4000K 120-277V, Set to 21W 2250L	1
EXIT-I10-1	Replace	LED Exit (White) 120/277 Single Face with BBU	2
EXIT-LED1.5W-1	None	Excluded from scope	1
F-F20T12-1	Retrofit	2ft 1-lamp T8 TLED Type-B coated glass S/D ended 7W 900L 4000K	3
F-F40T12/ES-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	9
F-F40T12/ES-3	Retrofit	4ft 3-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	2
F-F40T12/ES-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	4
INCAN-I100-1	Relamp	10in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 21W/29.5W/37.5W 2250L/3050L/3650L 3000K/3500K/4000K 120-277V, Set to 21W 2250L	3
INCAN-I100-2	Relamp	LED A19 Omni-directional Dim 80CRI 13W 1600L 4000K 120V	1
LED-L10-1	None	Excluded from scope	1

LED-L15-1	None	Excluded from scope	1
LED-L9-1	None	Excluded from scope	1
MH-MH1000-1	None	Excluded from scope	1
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	1
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	1

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on two (2) single doors
- Install weatherstrip on one (1) double door
- Install four (4) door sweeps and make proper adjustments to door closures and latches
- Install one (1) set of astragals
- Install weatherstrip and insulate one (1) attic hatch

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install four (4) 0.5 GPM flow restrictors on restroom faucets

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the two (2) Split Heat Pump Systems and one (1) Ductless Split System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/ Connect three (3) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville Wi-Fi network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on three (3) single doors
- Install weatherstrip on two (2) double doors
- Install seven (7) door sweeps and make proper adjustments to door closures and latches
- Install two (2) sets of astragals
- Install weatherstrip and insulate one (1) attic hatch

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install four (4) 0.5 GPM flow restrictors on restroom faucets
- Install one (1) 0.5 GPM flow restrictors on general purpose faucet

Fire Department

1000 W. 3rd St. Farmville VA 23901

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Fire Department			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
CFL-CFS23W-1	Relamp	10in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 21W/29.5W/37.5W 2250L/3050L/3650L 3000K/3500K/4000K 120-277V, Set to 21W 2250L	1
EXIT-I10-1	Replace	LED Exit (White) 120/277 Single Face with BBU	4
EXIT-I20-2	Replace	LED Emergency dual head 120/277 Single Face with 1 Watt Per Head	4
EXIT-LED0.5W-1	Replace	LED Exit (White) 120/277 Single Face with BBU	1
F-F20T12-1	Retrofit	2ft 1-lamp T8 TLED Type-B coated glass S/D ended 7W 900L 4000K	2
F-F30T12-1	Retrofit	3ft 1-lamp T8 TLED Type-B coated glass S/D ended 12W 1400L 4000K	1
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	2
F-F40T12/ES-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	7
F-F40T12/ES-3	Retrofit	4ft 3-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	2
F-F40T12/ES-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	5
INCAN-I100-1	Relamp	10in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 21W/29.5W/37.5W 2250L/3050L/3650L 3000K/3500K/4000K 120-277V, Set to 21W 2250L	3
LED-L15-1	None	Excluded from scope	1
LED-L30-1	None	Excluded from scope	1
LED-L50-1	None	Excluded from scope	6
LED-L80-1	None	Excluded from scope	2
LIN-LED-L42T8LED-2	None	Excluded from scope	1
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	8
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	2
MH-MH70-1	Retrofit	8in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI,	2

		16.5W/23W/29W 1550L/2150L/2700L 2700K/3500K/5000K 120-277V, Set to 23W 2150L	
MH-MH90-1	Retrofit	LED Flood Small Wide Knuckle/Yoke Bronze Dim Photocell 35W 4900L 3000-5000K 120-277V	1
UFL-FU40T12/6-2	Retrofit	2x2 T8 TLED Type-B Troffer Reflector 3-Lamp Kit w/ unshunted sockets 7W 4000K	2

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on eight (8) single doors: 4 exterior and 4 interior at Bay/Office intersection
- Install weatherstrip on one (1) double door
- Install ten (10) door sweeps and make proper adjustments to door closures and latches
- Install one (1) set of astragals
- Install weatherstrip on eight (8) garage doors
- Seal 80 linear feet of the roof/wall intersection to compartmentalize the office area from the bay area
- Seal 220 linear feet of the roof/wall on the office side of the structure
- Add 240 sq ft of R-19 insulation to the wall over the top of the garage doors

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install five (5) 0.5 GPM flow restrictors on restroom faucets
- Install two (2) 0.5 GPM flow restrictors on general purpose faucets
- Install four (4) new 1.6 GPF water closets and flush valves
- Install one (1) .125 GPF “pint sized” urinal and flush valve
- Replace one (1) existing with new low flow shower head

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the four (4) Split Heat Pump Systems and one (1) Ductless Split System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect five (5) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)-
- Passive infrared (occupancy sensor) capability on each new thermostat

TC – 4.1 HVAC Upgrades

Contractor will replace the one (1) existing older (1998 vintage) Trane split system serving the building. Other three heat pumps units are newer and will not be replaced. Equipment to be replaced is listed below:

Qty	Manufacturer	Size	Model	Tag /Serial #
1	Trane	4 Ton	TWA048C300A3	Split system – HP-2

- One (1) existing, 4 ton, Trane split heat pump system will be replaced with one (1) new, 4-ton, Carrier (or equivalent) heat pump split system
- Disconnect the condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to furnish a properly working system
- Reconnect the electrical and controls service.
- Furnish and install new supply and return duct transitions as needed
    - Rigging of new and old equipment
- Furnish start-up, check out and customer training

Not included in this scope of work:

- Smoke detector replacement
- Test and balance
- Temporary cooling units

Contractor will also install four (4) new 10” round outside air dampers and actuators on ductwork feeding outside air to the air handers in the attic space. This will allow the outside air to be closed during setback periods.

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Probation and Parole Building			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
CFL-PL4P26W-2	Retrofit	8in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 16.5W/23W/29W 1550L/2150L/2700L 2700K/3500K/5000K 120-277V, Set to 23W 2150L	1
CFL-PL4P32W-2	Replace	8in LED Downlight, Field Adjustable Wattage and CCT, 0-10V Dimming to 10%, 80CRI, 16.5W/23W/29W 1600L/22000L/2700L 3000K/3500K/4000K 120-277V, Set to 23W 4000K	2
CFL-PL4P40W-2	Retrofit	(2) LED 4-pin CFL PL-L 2G11 UL Type-B 17W 2200L 4000K 120V-277V	3
EXIT-I5-1	Replace	LED Exit (White) 120/277 Single Face with BBU	4
F-F32T8-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	3
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	27
LED-L36-1	None	Excluded from scope	4
LED-L40-2	None	Excluded from scope	1
LED-L4-2	None	Excluded from scope	1
LED-L9-1	None	Excluded from scope	1
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	1

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on three (3) single doors
- Install weatherstrip on three (3) sweeps and make proper adjustments to door closures and latches
- Install weatherstrip on 30 linear feet of pull-down stairs to the attic
- Install one (1) energy lid over the closed pull-down stairs

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install four (4) 0.5 GPM flow restrictors on restroom faucets
- Install two (2) 0.5 GPM flow restrictors on general purpose faucet

TC – 20.1 Roof Upgrades

Contractor will furnish and install the following:

Shingle Roof System Replacement:

- Remove the existing shingle roofing down to the plywood decking
- Inspect the decking and replace as required
- The scope includes up to 800 SF of plywood deck removal and replacement
- Install new ice and water shield roof membrane at roof edges, flashings and penetrations
- Install new synthetic underlayment over entire field of the roof
- Install new boot flashings at vent pipe penetrations
- Install new pre-finished steel flashings where applicable
- Install new CertainTeed Landmark AR architectural/dimensional Shingle roof
- Provide contractor's five-year workmanship warranty
- Provide roof system manufacturers' 40-year commercial shingle system warranty

Water Treatment Plant

510 Waterworks Rd. Farmville VA 23901

TC – 1.1 Boiler Improvements

CONTRACTOR will provide and install M2G (or equivalent) boiler sequencing Advanced Load Monitoring (ALM) controllers on one existing boiler. Installation will be performed on the following equipment:

Quantity	Equipment Type	Model Number
1	Weil-McLain Boiler	578

TC – 3.2 Building Automation System Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the one (1) Split System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect two (2) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Passive infrared (occupancy sensor) capability on each new thermostat

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED or otherwise have low energy usage...

Water Treatment Plant			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
EXIT-CFT5W-1	None	Excluded from scope	1
F-F14T12 14w-2	None	Excluded from scope	1
F-F40T12-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	3
F-F40T12-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	2
INCAN-I150-1	Replace	Omni-Directional LED Lamp E26 20W 2760L 5000K 120-277	1

INCAN-I300-1	Replace	Omni-Directional HID Retrofit E26 35W 4850L 5000K 120-277V	4
LED-L150-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket with Photocell	3
LED-L15-1	None	Excluded from scope	1
LED-L16-2	None	Excluded from scope	4
LED-L25-3	None	Excluded from scope	2
LED-L25-4	None	Excluded from scope	4
LED-L50-1	None	Excluded from scope	5
LED-L9-2	None	Excluded from scope	4
LIN-LED-L15T8ULED-2	None	Excluded from scope	1
LIN-LED-L16T8LED-2	None	Excluded from scope	10
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	3

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on three (3) single doors: 2 exterior and 1 interior (stairs)
- Install weatherstrip on four (4) double doors
- Install eleven (11) door sweeps and make proper adjustments to door closures and latchesInstall four (4) sets of astragals
- Seal 300 linear feet of the roof / wall
- Install 40 linear feet of weatherstrip from doors to freight elevator

TC – 11.1 Solar Photovoltaic System (3rd Party PPA)

- Assist the Town in developing a solar solution (completed)
- Project oversight during construction and implementation of PV system
- PPA to be entered into directly between the Customer and PPA provider to align with overall ABM project schedule
- PPA savings have been accounted for in the guarantee in Exhibit G-4

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install one (1) 0.5 GPM flow restrictors on restroom faucet
- Install six (6) 0.5 GPM flow restrictors on general purpose faucets
- Install one (1) new 1.6 GPF water closets and flush valve
- Install one (1) .125 GPF “pint sized” urinal and flush valve
- Replace one (1) existing shower head with new low flow shower head

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the one (1) Split System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. Contractor will install four (4) new thermostats for new propane fired radiant tube heaters as outlined in TC-4.1 below. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect five (5) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville Wi-Fi network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 4.1 HVAC Upgrades

Contractor will furnish and install new propane fired radiant tube heaters (SunStar or equivalent) in the following garage bay areas:

- Welding Shop – front of building – 50,000 Btuh
- Double Bay – rear of building – 75,000 Btuh
- Single Bay – rear of building– 50,000 Btuh
- Triple Bay – rear of building – 100,000 Btuh

New units will include thermostats (digital, BACnet IP enabled programmable, and Wi-Fi capable), vent pipe, vent caps, end reflectors and gas line.

Contractor will remove and dispose of existing oil and propane fired equipment serving the above areas as follows:

- Welding Shop – Remove wall mounted Carrier propane furnace and ductwork, cap off or reuse / extend propane line for new radiant units, cap off or re-use vent stack for new radiant units
- Double Bay – Remove Reznor propane fired unit heater, cap off or reuse / extend propane line for new radiant units, cap off or re-use vent stack for new radiant units
- Single Bay – Remove Reznor propane fired unit heater, cap off or reuse / extend propane line for new radiant units, cap off or re-use vent stack for new radiant units
- Triple Bay – Remove wall mounted York propane furnace and ductwork, cap off or reuse / extend propane line for new radiant units, cap off or re-use vent stack for new radiant units
- Triple Bay – Remove and dispose of old RUUD oil-fired furnace, ductwork, oil tank and stack

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Public Works Building			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
CFL-CFS40W-4	Relamp	LED A19 Omni-directional E26 75w Inc EQ Dim 9.5W 800L 4000K 120V	1
EXIT-LED1.5W-1	None	Excluded from scope	1
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	1
F-F40T12/ES-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	1
F-F40T12-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	3
F-F40T12-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	12
F-F96T12-1	Retrofit	1x8 T8 TLED Type-B Strip Reflector 4-Lamp Kit w/ unshunted sockets 10.5W 4000k	1
F-F96T12-2	Retrofit	8ft 2-Lamp T8 TLED Type-B glass D ended 25W 3450L 4000K	5
INCAN-I75-1	Relamp	LED A19 Omni-directional Dim 80CRI 13W 1600L 4000K 120V	10
INCAN-I75-2	Relamp	LED Drum 12in Surface Mount Bi-Level Occupancy Sensor 90CRI 18W 1520L 2700/3000/3500/4000/5000K 120V	1
LED-L15-1	None	Excluded from scope	4
LED-L20-2	None	Excluded from scope	1
LED-L40-1	None	Excluded from scope	1
LED-L50-6	None	Excluded from scope	1
LIN-LED-L16T8LED-2	None	Excluded from scope	3
LIN-LED-L16T8LED-4	None	Excluded from scope	3
LIN-LED-L42T8LED-2	None	Excluded from scope	5
MH-MH250-1	Replace	RAB Lighting LED Gas Canopy 100W 16344L 120-277V 5000K	6
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	2

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install three (3) 0.5 GPM flow restrictors on restroom faucets
- Install four (4) 0.5 GPM flow restrictors on general purpose faucets
- Replace two (2) existing with new low flow shower heads

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the two (2) Rooftop Heat Pump Units with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect two (2) Wi-fi Enabled BACnet IP thermostat using the Town of Farmville Wi-Fi network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network.
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Bus Facility			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
EXIT-LED1.5W-1	None	Excluded from scope	3
F-F32T8-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	10
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	6
LED-L100-1	Replace	LED Area Type III, Fixed Pole Mount, Bronze, 100W 13700L 4000K 120-277V	1
LED-L15-1	None	Excluded from scope	1
LED-L40-1	None	Excluded from scope	1
LIN-LED-L42T8LED-2	None	Excluded from scope	1
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	3
MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	9
MH-MH750-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket	3

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install five (5) 0.5 GPM flow restrictors on restroom faucets
- Install one (1) 0.5 GPM flow restrictors on general purpose faucet
- Install one (1) .125 GPF “pint sized” urinal and flush valve

TC – 20.1 Roof Upgrades

Contractor will furnish and install the following:

Office Flat Roof Area - Roof Replacement:

- Remove the existing parapet wall sheet metal copings and rising wall counter flashings
- Remove the existing roof system penetration and wall flashings and roof system membrane
- Inspect the existing EPS insulation and replace up to 500 SF of wet or deteriorated insulation
- Install one layer of 1.5” ISO insulation over the existing roof system insulation, attaching the new layer of insulation through to the underlying metal roof deck
- Over the new insulation install new 60 mil white reinforced TPO membrane mechanically attached through to the metal roof decking
- Fabricate and install new 24-gauge pre-finished steel copings with 22-gauge mill finished steel cleat/lock-strip. Color to be selected from standard colors selection
- Fabricate and install new 24-gauge pre-finished steel counter flashing at rising wall
- Provide contractor’s two-year workmanship warranty
- Provide roof system manufacturers’ 20-year leak-free labor and material warranty

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with one (1) Split Heat Pump System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect one (1) Wi-fi Enabled BACnet IP thermostat using the Town of Farmville Wi-Fi network to connect the devices
- Create Graphics Display, Alarms, Trends for points connected to the network
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED or have low hours of usage..

Wastewater Treatment Facility			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
F-F40T12-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	5
HAL-H55-2	Relamp	(2) LED PAR38 25-degree E26 13.2w 1350L 5000K 120V	3
HPS-HPS1000-1	None	Excluded from scope	11
LED-L100-1	Replace	LED Area Type III, Fixed Pole Mount, Bronze, 100W 13700L 4000K 120-277V	5
LED-L150-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket with Photocell	1
LED-L15-1	None	Excluded from scope	1
LED-L25-2	None	Excluded from scope	1
LIN-LED-L16T8LED-2	None	Excluded from scope	2
LIN-LED-L16T8LED-4	None	Excluded from scope	2
UFL-FU40T12/6-2	Retrofit	2x2 T8 TLED Type-B Troffer Reflector 3-Lamp Kit w/ unshunted sockets 7W 4000K	1

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on four (4) single doors
- Install weatherstrip on one (1) garage door
- Install one (1) door sweep
- Install four (4) sweeps and make proper adjustments to door closures and latches

TC – 11.1 Solar Photovoltaic System (3rd Party PPA)

- Assist the Town in developing a solar solution (completed)
- Project oversight during construction and implementation of PV
- PPA to be entered into directly between the Customer and PPA provider to align with overall ABM project schedule
- PPA savings have been accounted for in the guarantee in Exhibit G-4

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install one (1) 0.5 GPM flow restrictors on restroom faucet
- Install three (3) 0.5 GPM flow restrictors on general purpose faucet
- Replace one (1) existing with new low flow shower head

Fueling Station

Doswell St. Farmville, VA

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed.

Fueling Station			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
F-F40T12-2	Retrofit	4ft 2-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	1
LED-L150-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket with Photocell	3
MH-MH250-1	Replace	RAB Lighting LED Gas Canopy 100W 16344L 120-277V 5000K	1

TC – 3.2 Thermostat Upgrades

CONTRACTOR will replace the existing thermostats associated with the four (4) Split Heat Pump Systems and one (1) Ductless Split System with new digital, BACnet IP enabled programmable, Wi-Fi capable thermostats. New thermostats will be Schneider Electric or equal. These new thermostats require building Wi-Fi (provided by Town of Farmville) connectivity to communicate properly.

- Provide/Install/Connect five (5) Wi-fi Enabled BACnet IP thermostats using the Town of Farmville Wi-Fi network to connect the devices.
- Connect each new thermostat to the JACE in the City Hall using the Town of Farmville network to connect the devices.
- Create Graphics Display, Alarms, Trends for points connected to the network
- Farmville Technicians will be able to access the units via their phone (Town of Farmville IT approval will be needed)
- Include passive infrared (occupancy sensor) capability on each new thermostat

TC – 4.1 HVAC Upgrades

CONTRACTOR will replace the one (1) existing older (1980s vintage - unit is missing the name plate) split system serving the building. The other three heat pumps units are newer and will not be replaced. A photo of the unit to be replaced is shown below:

- One (1) existing, split heat pump system will be replaced with one (1) new 4 Ton Carrier (or equivalent) heat pump split system
- Disconnect the condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment

- Installation of the new units to furnish a properly working system
- Reconnect the electrical and controls service
- Furnish and install new supply and return duct transitions as needed
- Rigging of new and old equipment
- Furnish start-up, check out and customer training

Not included in this scope of work:

- Smoke detector replacement
- Test and balance
- Temporary cooling units

TC – 5.1 LED Lighting Upgrades

Of the fixtures to be upgraded, most will be retrofitted, and some will be replaced. The summary table below indicates the types of lighting upgrades being performed. The fixtures excluded from this scope are already energy efficient LED.

Sports Complex			
Existing Fixture Family	**Action**	**Proposed**	**Qty**
EXIT-I10-1	Replace	LED Exit (White) 120/277 Single Face with BBU	1
EXIT-I10-2	Replace	LED Emergency dual head 120/277 Single Face with 1 Watt Per Head	1
EXIT-I15-2	Replace	LED Exit and Emergency Combo (White) 120/277 Single Face with Red Letters 1 Watt Per Head	2
EXIT-LED3W-2	None	Excluded from scope	1
F-F32T8-4	Retrofit	4ft 4-lamp T8 TLED Type-B glass S/D ended 10.5W 1700L 4000K	2
F-F96T12-2	Retrofit	8ft 2-Lamp T8 TLED Type-B glass D ended 25W 3450L 4000K	2
INCAN-I75-1	Relamp	LED A19 Omni-directional Dim 80CRI 13W 1600L 4000K 120V	3
LED-L150-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket with Photocell	3
LED-L15-1	None	Excluded from scope	3
LED-L200-1	Replace	LED Area Type III Bronze 140W 19600L 5000K 277-480V with Fixed Pole Mount Bracket	1
LED-L20-2	None	Excluded from scope	2
LED-L40-1	None	Excluded from scope	1
LIN-LED-L16T8LED-2	None	Excluded from scope	6
LIN-LED-L42T8LED-2	None	Excluded from scope	1
MH-MH1000-1	None	Excluded from scope	8
MH-MH100-1	Replace	LED Wall Pack Mini Bronze Dim Photocell 20W 2250L 5000K 120-277V	4
MH-MH250-1	Replace	RAB Lighting LED Gas Canopy 100W 16344L 120-277V 5000K	5

MH-MH400-1	Retrofit	Keystone LED High Power Floodlight with Selectable Wattage and CCT 100W/140W 3000K/4000K/5000K 120-277V 0-10V Dimming Set to 140W 5000K	4
QUARTZ-Q500-1	None	Excluded from scope	3
UFL-FU40T12/6-2	Retrofit	2x2 T8 TLED Type-B Troffer Reflector 3-Lamp Kit w/ unshunted sockets 7W 4000K	2

TC – 6.1 Building Envelope Upgrades

Contractor will furnish and install the following:

- Install weatherstrip on four (4) single doors: 3 exterior and 1 in the attic
- Install weatherstrip on two (2) double doors
- Install eight (8) door sweeps and make proper adjustments to door closures and latches
- Install two (2) sets of astragals

TC – 13.1 Water Conservation

Contractor will furnish and install the following:

- Install six (6) 0.5 GPM flow restrictors on restroom faucets
- Install one (1) pedal valve model S2A/S2B on sink
- Install one (1) ChillTech heat exchanger unit on ice machine

TC – 13.2 Replace Water Meters and Implementation of AMI

Contractor will remove and replace water meters as shown in the table below:

Meter Replacement Detail

Size	Type	Scope Quantity
5/8" X 3/4"	Badger PD with Cellular Endpoint	2,449
5/8" X 3/4"	Badger E-Series Plus (Remote Shutoff) with Cellular Endpoint	70
1"	Badger PD with Cellular Endpoint	91
1.5"	Badger E-Series with Cellular Endpoint	50
2"	Badger E-Series with Cellular Endpoint	132
3"	Badger E-Series with Cellular Endpoint	45
4"	Badger E-Series with Cellular Endpoint	7
6"	Badger E-Series with Cellular Endpoint	3
8"	Badger E-Series with Cellular Endpoint	1

Additional scope clarifications are listed below. This scope was created using Town of Farmville provided information, a partial survey and estimates from this information. Any changes to the scope will result in additional charges or credits.

- Unless otherwise defined below, the meters will be replaced like for like. If repairs are needed during meter replacement, then pricing for these repairs will be provided to customer
- Contractor will work directly with the Town's Billing Software Provider to develop and write a batch update program to handle all of the changeout data from the installations in the field to automatically update the billing system with the data
- The town of Farmville will provide an area for contractor's small office trailer and storage containers for staging and inventory
- As routes are completed, the customer agrees to complete their inspections and sign offs according to the ABM and their contractor route acceptance and sign off procedures
- Town of Farmville agrees to provide support for hard-to-find meter locations and system isolation assistance when needed
- Town of Farmville agrees to provide a designated representative to interface with Contractor's personnel on all issues relating to the project
- Contractor will provide all necessary data and support for the data integration into the Town's billing system. Contractor will coordinate route installations working closely with the Town's billing dept to execute the project in a planned and organized manner. Contractor will provide additional training for Town personnel, over and above manufacturers training, to develop skill, expertise, and comfort with the new AMI system
- Other scope included:
    - BEACON Engagement / Activation Fee

- Billing integration with Badger
- 1 Year of Monthly Subscription fees for Cellular
- BEACON training on site

- Lids and/or Boxes for Cellular Endpoint (Contractor to Provide)

Size	QTY	Note
5/8" X 3/4"	2519	Lid Only Needed
1"	91	Lid Only Needed
1.5"	50	Lid Only Needed
2"	132	Lid Only Needed
3"	45	Box & Lid Needed
4"	7	Box & Lid Needed
6"	3	Box & Lid Needed
8"	1	Box & Lid Needed

Exclusions:

- Installation of strainers, test valves, bypasses or piping modifications is not included.
- After meter installation, Contractor's area of warranty coverage will be within 2' of the meter, both upstream and downstream. Any leaks or repairs needed after installation in this 2' zone will be repaired by Contractor at no additional charge. Any leaks or repairs needed outside of this 2' zone is the responsibility of others.
- Existing cellular network upgrades and or cellular coverage analytics performed by others

Leak Detection System:

Contractor to install Acoustic Leak Detection System to identify water system leaks. System shall be manufactured by Syrinix (a Badger Meter Brand) or equivalent. System shall include:

- Base level network monitoring and acoustic leak detection to detect major leaks and transient events
- System shall utilize both pressure monitoring and pressure / acoustic monitoring sensors mounted inside water distribution piping. Estimated sensor quantity is six (6)
- Sensors shall be wet tapped, with no need for service interruptions during installation
- Radar software package uses GIS tracing to locate leaks, using GIS data.

TC – 20.2 Install EV Charging Stations

Contractor will furnish and install the following:

- Plaza Lot – Install one (1) level-two 7 kW EV Charger
- Plaza Lot – Install one (1) level-three 24 kW DC Fast Charge EV Charger

- Includes wheel stops, signage, painting, bollards, cold patch and concrete sidewalk repair
- Included Service Options:
    - Three (3) years of Annual Preventive Maintenance
    - Three (3) years of Annual Network Cloud Services
    - Three (3) year Parts and Labor Warranty

Chargers will be ABM AC7L 7 kW Smart Charger and ABM Terra 24 kW DC Wallbox UL or equivalent

- Farmer's Market Lot – Install one (1) level-two 7 kW EV Charger
- Farmer's Market Lot – Install one (1) level-three 24 kW DC Fast Charge EV Charger
- Includes wheel stops, signage, painting, bollards, and cold patch
- Included Service Options:
    - Three (3) years of Annual Preventive Maintenance
    - Three (3) years of Annual Network Cloud Services
    - Three (3) year Parts and Labor Warranty
- Chargers will be ABM AC7L 7 kW Smart Charger and ABM Terra 24 kW DC Wallbox UL or equivalent

Photos of the EV Charging locations are shown below:

Farmers Market Lot

Plaza Lot

TC – 20.3 Parking Meter Upgrades

Contractor will furnish and install the following:

- Install 128 M5™ IPS (or equivalent) Credit Card-Enabled Single-Space Meter with Standard Dome (includes 12-month warranty, RFID tag, meter top), with CoinCard
- Provide 13 M5™ IPS (or equivalent) Meters - Spares (Mech only)
- Provide 13 3-Cell Battery Packs
- Provide 13 MS1 (or equivalent) Coin Validator Assemblies
- Provide 13 Standard Credit Card Readers
- Provide 150 MyParkingReceipts.com Stickers
- Provide 142 Park Smarter Decals 4W x 2.75H

- Provide 1 MS3 (or equivalent) Version 2.5 Multispace Pay Station - Pay-by-Plate or Pay-by-Space (US Currency), Contactless-EMV
- Provide 1 MS3 (or equivalent) Standard Mounting Plinth
- Provide 1 MS3 (or equivalent) Standard Mounting Pedestal
- Provide 1 MS3 (or equivalent) Installation Hardware
- Provide 1 MS (or equivalent) Paper - 7 Inch Paper Roll (Standard)
- Provide 1 MS3 (or equivalent) Printer Sub Assembly
- Provide 1 Universal Access Card Set
- Provide 1 MOAB (or equivalent) Battery Pack Assembly
- Provide 1 MS3 (or equivalent) US 1x6 Bus Keypad Assembly
- Provide 1 MS3 (or equivalent) Coin Validator Assembly with BUS
- Provide 1 MS3 (or equivalent) Pay by Plate / Pay by Space Keypad Assembly
- Provide 1 IPS (or equivalent) Electronic Coin Shutter Assembly for MS3
- Provide 1 MS3 (or equivalent) Large Coin Box Assembly with Lock 4L
- Provide 1 MS3 (or equivalent) EMV Card Reader Assembly
- Provide 1 Contactless Card Reader Assembly

The Monthly Fees that will be paid to IPS by the Town of Farmville are as follows:

Single space per-meter fee is $6.25 and covers: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter / per month)

- Firmware / Subscription Fees
- Verizon Modem access Fees
- Customer Support Services (Tier I and II)
- Data Management Access and Licensing

Pay-station per-kiosk fee is $25.00 and covers: Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter / per month)

- Firmware / Subscription Fees
- Verizon Modem access Fees
- Customer Support Services (Tier I and II)
- Data Management Access and Licensing

The Secure Credit Card Gateway Fee (per transaction) that's paid to IPS is ($0.13) and the associated Merchant Fees is to be paid separately by the Town of Farmville. It is the Town's option to pass those on to the end user/motorist as requested.

[END OF ENTIRE SCOPE]

Exhibit C

General Notes

Hazardous Material

There may be some hazardous material in various rooms throughout the facilities. Except where specifically included in Exhibit B, CONTRACTOR has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other hazardous materials in the Contract Price.

Electrical Infrastructure

Contractor is not responsible for any Electrical Repairs upstream of the project tie in points, including any existing code deficiencies. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations in effect as of the Proposal Date.

Material Requirements

All equipment will be replaced with like equipment able to be serviced in the future by qualified Mechanical or Electrical Contractors. No proprietary equipment will be installed. No requirements for Buy American are included in the scope of this project.

Refrigerant

Some of the existing air conditioning equipment surveyed may contain R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

All new work includes the necessary:

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- Customer training on new equipment provided (Boilers, pumps, condensing units, air handlers, etc.)
- Up to eight hours of customer training on new controls
- Engineering services as required

Not Included in This Scope:

- Asbestos abatement
- New filters for the existing equipment not being replaced
- Temporary Heating and/or cooling during equipment replacement

Lighting

All lamps, ballasts and LED technology installed per Contractor's scope of work were specified by the manufacturers lamp and ballast guide. All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after Contractor's installation of the lighting upgrade, damage may ensue, and manufacturer's warranties may be void. By installing or incorporating unapproved materials, CUSTOMER agrees and acknowledges that CUSTOMER is assuming all responsibility and liability associated with doing so, CUSTOMER will hold Contractor harmless from liabilities resulting from such action, and CUSTOMER acknowledges that all warranties provided by Contractor are void.

Please refer to ECM-5.1 in Exhibit B: Scope of Work for further details and exclusions to the LED lighting retrofit project.

Structural Upgrades

Structural upgrades to the facilities are not expected, but, to the extent any structure upgrades to the existing facilities are required, they are excluded from Contractor's Scope of Work and solely the responsibility of the Owner.

Exhibit D

RESERVED

Exhibit E-1

Financial Terms and Conditions

Implementation Phase

Customer agrees to pay the Contractor the contract price for the implementation Work, as listed below, in accordance with the terms and conditions of the Agreement.

ABM will issue an initial invoice for mobilization in the amount of 25% of the total project cost. After the initial mobilization invoice, ABM will bill Customer monthly based on the percentage of work completed.

Contract Price $4,948,829.00

Exhibit E-2

Financial Terms and Conditions

Performance Phase

Customer agrees to pay the Contractor the Performance Phase Fees detailed below in accordance with the terms of this Exhibit E. The Performance Phase Fees consist of the Ongoing Services Fees and the Measurement and Verification Fees.

Ongoing Services Fee: Customer shall pay the Contractor for the ongoing services provided under this Agreement as detailed in Exhibit I. Customer agrees to pay the annual Ongoing Services Fee as provided for below with respect to such agreed upon services. The annual fee will be paid in advance.Measurement & Verification Fee:

ABM has included the Measurement and Verification Services as detailed in Exhibit G for the three (3) years Reporting Term at no additional cost to the Customer.

Customer may extend the Reporting Term by notifying ABM of their intent to extend within 90 days of the Performance Period end date each year. The annual fee for Performance Year 4 of the contract will be $10,481. The fee will escalate 3.00% annually thereafter. The annual fee is to be paid in advance.

Payment Terms: Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. If Contractor is providing recurring services the payment terms outlined in Exhibit E shall control and the parties agree that Contractor's compensation may be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, Contractor must provide written notice to Customer at least thirty (30) days in advance of the increase date. Should Customer determine that it does not wish to continue with the ongoing services portion of the Agreement due to the anticipated price, Customer may terminate the Agreement as it pertains to the ongoing services upon thirty (30) days' written notice to Contractor.

Exhibit F

Press Release Authorization

Consent to Use Name, Logo &/or Quote

ABM requests permission to use the Town of Farmville's logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

_____In a press release, case study and/or client profile.

_____In a listing of representative customers on ABM's web site.

_____In a listing of representative customers on ABM's sales brochure.

_____In a listing of representative customers in ABM's employee recruiting materials.

_____In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.

_____In the ABM annual report, Description of Business in the following context: "ABM provides energy savings services for businesses, such as…"

This consent is valid from _____ to _____

ABM thanks you for your consideration and assistance in this important request.

ABM Facility Support Services	Town of Farmville
_____	_____
Title: Senior Vice President	Title: Town Manager

Exhibit G

GUARANTEE

Exhibit G-1

Definitions

For the purposes of this Exhibit G, the following terms shall have the following meaning:

1. **Actual Energy Use:** For a given Measurement Year, the actual energy consumption of the Premises or ECM, based on the Factors Affecting Energy Use.

2. **Adjustments**: Changes in the Factors Affecting Energy Use will be reviewed to determine the need for adjustment. Two types of adjustments are possible:

   Routine Adjustments – for any energy-governing factors, expected to change routinely during the reporting period, such as weather or production volume. A variety of techniques can be used to define the adjustment methodology. Techniques may be as simple as a constant value (no adjustment) or as complex as a several multiple parameter non-linear equations each correlating energy with one or more independent variables. Valid mathematical techniques must be used to derive the adjustment method for each M&V Plan.

   Non-Routine Adjustments – for those energy-governing factors which are not usually expected to change, such as: the facility size, the design and operation of installed equipment, the number of weekly production shifts, or the type of occupants. These static factors must be monitored for change throughout the reporting period.

   The Baseline may be adjusted to account for any non-operational equipment fixed or any repairs or setting changes made to bring equipment up to code, such as introduction of proper levels of outside air to comply with codes for indoor air quality. This type of adjustment is used to accurately determine building operating costs had all equipment been operational and meeting building code requirements.

3. **Agreement or Contract:** The Bundles Energy Solutions Agreement.

4. **Baseline Energy Rates:** Defined as cost per unit for each energy and utility consumption or demand unit, as developed from the Baseline Energy Use. The Baseline Energy Rates are identified in Exhibit G-4.

5. **Baseline Energy Use:** The Baseline Energy Use is obtained by measuring or calculating the average energy consumption at Customer's Premises or ECM prior to work performed by Contractor under the Agreement during the Baseline Period. It shall be established by Contractor after identification and consideration of, and controlling for, the Factors Affecting Energy Use. It is understood that in the event of changes in Factors Affecting Energy Use, the Baselines will be revised from time to time as detailed in this Agreement. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the Premises and require a change to the Baselines. Contractor shall notify the Customer, in writing, of all such changes.

6. **Baseline Period**: A defined period of time evaluated and determined to be representative of premises operation, energy and utility use. For this project, the Baseline Period (referred to as "Baseline" throughout this Agreement) is defined as the period from 01/01/2022 through 12/31/2022.

7. **Contractor** shall mean the ABM entity listed on Page 1 of the Agreement.

8. **Customer** shall mean the Customer entity listed on Page 1 of the Agreement.

9. **ECM**: An ECM, or Energy Conservation Measure, is the common term defined to include changes to premises such as equipment retrofit and other actions that result in energy conservation, efficiency, generation, or improvement in rate structure. ECM's within this Agreement may be numbered according to the Technology Categories (TC's) as defined by the U.S. Department of Energy.

10. **Energy:** The term Energy will be used throughout this Agreement as a simplified reference to both Energy & Utility. Some utility types such as water and sewer are not classified as Energy.

11. **Energy Use**: The term Energy Use will be used throughout this Agreement as a simplified reference to both Energy & Utility consumption, demand, and generation.

12. **Factors Affecting Energy Use:** Operations, use type, hours and levels of occupancy, occupant population, adjustments in labor force, building use, operational procedures, temperature, climate, weather, humidification, ventilation levels and rates, installed lighting and scheduled use, building construction and size, general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment, amount of heating and air conditioning and other energy-using equipment, plug loads, schedule, or any other variable that may change the energy load profile. The Factors Affecting Energy Use are not limited only to those factors that are within Customer's control.

    Should project scope changes occur during the installation period that deviate from the original design and would impact the ongoing energy consumption or demand of one or more ECM's, a Guaranteed Savings Change Order Form should be completed to document the impact and define if (a) the Guaranteed Savings will be changed, or if (b) an Adjustment will be made to future reported Verified Savings.

13. **Guarantee Performance Term**: A period of twenty (20) years from the Guarantee Performance Term Commencement Date or until the termination of this agreement, whichever comes first.

14. **Guarantee Performance Term Commencement Date**: The M&V Services and the Savings Guarantee shall commence on the first day of the month following execution of the Certificate of Final Acceptance of the Project in accordance with the Agreement.

15. **Guaranteed Savings:** The amount of anticipated savings as compared to the Baseline, expressed in units of dollars, which Contractor is guaranteeing under this Agreement as set forth in more detail in Exhibit G-2.

16. **Installation Period**: The period beginning with the Customer's execution of Notice to Proceed and ending on the day before the Guarantee Performance Term Commencement Date.

17. **Installation Period Savings:** Prior to the Guarantee Performance Term Commencement Date, if the Project results in any Verified Savings for such period, such savings are the "Installation Period Savings", which can be shortened to "Install Savings". Install Savings occurs when an ECM is completed and begins providing Beneficial Use or Savings prior to the Guaranteed Performance Year Commencement Date.

18. **IPMVP:** International Performance Measurement & Verification Protocol provides guidelines and best practices. The Contractor utilizes knowledge of this and other industry references to build an M&V Plan that describes activities that have been or will be conducted to validate the Baseline performance of each ECM or utility type, along with Post-Installation, and Ongoing performance of each ECM or utility type. IPMVP defines M&V techniques as Options A, B, C, or D as described below:

    Retrofit Isolation: "Option A": Known as Key Parameter Measurement. Savings are determined by field measurement or verification of the key parameter(s), which define the energy use of the ECM's affected system(s) or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter and the length of the reporting period. Parameters not selected for field measurements are estimated values. Estimates can be based on historical data, manufacturer specifications or engineering judgment. Documentation of the source or justification of the estimated value is required. The plausible saving error arising from estimation rather than measurement is evaluated.

    Retrofit Isolation: "Option B": Known as All Parameter Measurement. Savings are determined by field measurement or verification of the energy use and/or related independent or proxy variables of the ECM affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in savings and length of the reporting period.

    Whole Facility: "Option C": Savings are determined by measuring energy use at the whole facility utility meter level. Continuous measurements of the entire facility's energy use are taken throughout the reporting period. Typically, regression analysis is conducted to correlate with and adjust energy use to independent variables such as weather. Regression models can take into account the impacts of weather and other independent variables on energy use, whereas simple utility bill comparison techniques cannot.

    Calibrated Simulation: "Option D": Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance in the facility. This option requires considerable skill in calibrated simulation.

19. **Measurement & Verification Plan**: The M&V Plan defines the Contractor's process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Savings for the purpose of meeting the Guaranteed Savings as identified in Exhibit G-2. Contractor's measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of Customer. The savings, once calculated, are typically stipulated for the life of the project, but may be measured or visually inspected annually. Exhibit G-4 defines the specific M&V Plan for the project. Ongoing actual measurements may or may not be used as identified in Exhibit G-4.

20. **Performance Year**: Each twelve (12) month period beginning with the Guarantee Performance Term Commencement Date and continuing through the end of the Reporting Term.

21. **Premises:** The facility(ies), property(ies), or equipment, as applicable that is the subject of the Energy Conservation Measures taken in connection with this Agreement.

22. **Agreement:** This Bundled Energy Solutions Agreement.

23. **Project:** The Bundled Energy Solution project performed by Contractor for the Customer pursuant to the Agreement.

24. **Projected Savings**: When Verified Savings are unable to be calculated due to changes in Factors Affecting Energy Use or if data, system access, site access, or other items necessary to calculate Verified Savings are not made available, Contractor will provide an estimate of savings equal to the greater of Guaranteed Savings, previous Verified Savings, or expected savings based on as-built conditions.

25. **Reporting Term**: A period of three (3) years, beginning on the Guarantee Performance Term Commencement Date, or until the termination of this agreement, whichever comes first. Annually, an Energy Cost Avoidance Report will be provided within 60 days after the end of the Performance Year. Customer shall provide written notice to Contractor within 90 days after receipt of each Annual Energy Cost Avoidance Report if it disputes any finding contained in the report. Failure to provide written notice in accordance this paragraph shall waive any right to dispute the findings of the report and customer shall be deemed to have agreed to all findings. Should the Reporting Term be less than the Guarantee Performance Term:

    a. The Savings reported in the final Performance Year of the Reporting Term (or final Performance Year of Reporting Term Extension) will be stipulated for the remainder of the Guarantee Performance Term. A proxy report will be provided through the remainder of the Guarantee Performance Term and savings will be calculated by applying the annual escalation percentage(s) from Exhibit G-4 to the Savings for the previous Performance Year.

    b. Should a Shortfall of Savings occur in the final year of the Reporting Term, Contractor may, at its cost, render additional services or install additional equipment in order to generate enough Savings to offset the Shortfall. If Contractor elects to remedy the conditions, then the Savings, for the Performance Year in which the remedy occurs, escalated, will be stipulated as the Savings for the duration of the Guarantee Performance Term.

26. **Reporting Term Extension**: If the Reporting Term is less than the Guarantee Performance Term and the Contract includes the option to extend the Reporting Term, the customer may notify ABM at least 90 days prior to the expiration of the final year of the Reporting Term of its election to extend. No Reporting Term extension may extend beyond the end of the Guarantee Performance Term.

27. **Savings**: The term Savings, or Verified Savings, refers to energy & utility cost avoidance, operations and maintenance cost avoidance, and capital cost avoidance calculated in accordance with the terms of this Agreement.

28. **Savings Shortfall and/or Excess**: For each year during the Performance Term where Verified Savings are less than the Guaranteed Savings for the same period, a Savings Shortfall will be reported. For each year during the Performance Term where Verified Savings are greater than the Guaranteed Savings for the same period, a Savings Excess will be reported.

Exhibit G-2

Savings Guarantee

1. The annual Verified Savings will be calculated using the auditing procedures and operational verification, as described herein, which compares the Baseline Energy Use of the Premises or ECM with that of the Actual Energy Use during the applicable Performance Year, with applicable adjustments. Published or calculated degree days will be used in the auditing process to allow for differences of weather conditions between the Baseline Energy Use and the Performance Year.

   Verified Savings are calculated by adding energy & utility cost avoidance and Operational Cost Avoidance. Energy and utility cost avoidance is calculated by applying escalated Energy Rates to Energy Consumption and Demand savings determined in accordance with Exhibit G-5. Operational Cost Avoidance is agreed to by the parties as detailed in Exhibit G-4. Verified Savings may include utility rate switching and energy generation from renewable ECM's such as solar photovoltaic installations. Savings projections should NOT be used by themselves for budgeting purposes, as many factors outside of the project scope such as changes in occupancy, weather patterns, and overall building operation can impact actual utility and energy costs.

   IPMVP defines Savings as "Reduction in Energy Consumption, Demand, or Cost that occurred in the Reporting Period, relative to the Baseline Period, as adjusted for the Reporting Period conditions… determined by adjusting the Baseline Period Energy to the Reporting Period conditions by using Routine Adjustments and Non-Routine Adjustments." Therefore, Savings are not a simple comparison of raw data between two time periods and will be determined as shown below:

   Savings = (Baseline – Reporting-Period) ± Routine Adjustments ± Non-Routine Adjustments

   This calculation is applied to energy demand and consumption savings, then monetized using the applicable rate. The final Verified Savings, or Energy Cost Avoidance, is then compared to the Guaranteed Savings to determine if the expected savings has been achieved. Savings is reconciled at a total project level and not by individually premises, ECM, or utility type.

2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Such maintenance shall be a condition precedent to this Savings Guarantee. Contractor may, if it deems necessary, inspect the Premises from time to time to implement its Savings Measurement & Verification Plan. If any ECM or associated equipment is not being maintained properly and is impacting the ECM's ability to perform properly, an adjustment to reported savings may be applied until such time Contractor and Customer agree resolution has occurred.

3. For the purpose of determining Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan.

4. The Customer acknowledges and consents to Contractor's right to monitor Energy Use, Factors Affecting Energy Use, and energy management performance by conducting on-site measurements, including, but not limited to, reading meters, accessing the Building Automation System remotely and on-site, and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location.

5. For the purpose of determining Actual Energy Use and Savings, Customer shall cooperate with Contractor by providing utility bills, Building Automation System trend data, and other applicable information and maintenance records, changes in Factors Affecting Energy Use, and/or additional information as requested by Contractor personnel. If the Customer fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Projected Savings for the period will be equal to the Guaranteed Savings for the period. If information for the period in question is supplied at a later date, the Verified Savings for that period will be retroactively modified only if the actual Verified Savings for that period of time exceed the Guaranteed Savings.

6. Savings Guarantee**:** Subject to changes in the Factors Affecting Energy Use, Contractor guarantees that the Customer will realize total Savings during the Guarantee Performance Term not less than the Guaranteed Savings set forth in Exhibit G-4.

7. Guarantee Shortfall Payment: Should the sum of Customer's Verified Savings for a given Performance Year be less than the Guaranteed Savings for that Performance Year, Contractor shall pay to the Customer, within 30 days of the acceptance of the annual Savings Report (Energy Cost Avoidance Report Report), the difference between the Guaranteed Savings for such year and the Verified Savings for that Performance Year, with such amount not to exceed the Guaranteed Savings amount set forth in Exhibit G-4 (the "Guarantee Payment"). Contractor will have the right to offset its Guarantee Payment obligations by any amounts due to Contractor from Customer under this or any other agreement. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Performance Year. There shall be no carryover with respect to either Excess Savings or Savings Shortfall for any Performance Year into future Performance Years; provided, however, any Installation Period Savings shall be credited towards the Guarantee for the first Performance Year.

8. If Contractor can correct a prospective Savings Shortfall, through operational improvement at no expense to Customer and based upon documentation and records provided to Customer and reasonably acceptable to it, with no material interference to the programs or design Standards of Service and Comfort, with no future increased operational expenses or reduction in life of the ECM(S) and Customer declines to allow such operational improvement, then any future Savings Shortfall the improvement would have corrected will be stipulated and added to the annual reported Verified Savings for the remainder of the Guarantee Performance Term.

9. Changes in Factors Affecting Energy Use

    a. The Customer shall notify Contractor in writing within ten (10) business days of any change in any Factor Affecting Energy Use. Contractor will determine the effect that any such change would have had on the obligations and rights under this agreement (such as changes to the Savings, Baseline Energy Use, etc.…) and present to the Customer a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Baseline Energy Use. Temporary changes that affect energy use will be calculated and added to or subtracted from reported Savings for the corresponding months.

    b. If a change in any of the Factors Affecting Energy Use occurs and results in a reduction of Savings, the Guaranteed Savings shall be reduced accordingly, or the reported Savings will be adjusted upward.

10. Customer and Contractor may from time-to-time desire to make changes to the Project infrastructure for the express purpose of increasing Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline Energy Use will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of Customer's business, and the Customer does not consent to such changes, then reported Verified Savings will be adjusted by the amount of savings projected from the changes.

11. When the Project's effect on savings cannot be accurately determined for any given period of time due to construction or other major changes to the Premises, Projected Savings will be used in lieu of Verified Savings for the corresponding period of time.

12. Contractor has the right to charge the Customer for work required to assess the effect on Baseline Energy Use for any large-scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC or other equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Savings. Such hours will be billed at current Contractor engineering rates. Current rates for engineering are based at $165.00/hr. starting in 2023 and shall be escalated at 2.3% annually for the years following years guaranteed not to exceed $233.14/hr. in 2043. Before initiating such work, Contractor will notify the Customer in writing of the intent and cost associated with the work. The Customer will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Guaranteed Savings for the existing Premises in question be used for the purpose of calculating the Verified Savings. If Contractor does not receive written notice within 45 days, the Guaranteed Savings for the existing Premises in question will be used as Projected Savings until such time that the Customer approves the work, as long as the scope of the work has not changed.

13. The Customer agrees that Contractor shall have the right, with or without prior notice, to inspect the Premises to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Savings shall be assumed to have been achieved for and with respect to the portion of the Performance Year during which such failure shall have existed.

Exhibit G-3

Miscellaneous Terms and Conditions

1. **Utility Savings Derivation**

   Savings may be derived from new and retrofitted mechanical and electrical equipment, controls, light fixture retrofits, water fixture retrofits, new utility rate structures or on-site generation, lighting specifications and efficiency improvements as generated by new and retrofitted equipment as listed in Exhibit B of the Agreement.

2. **Baseline Conditions**

   Baseline Conditions is defined as the set of conditions that determined Customer's energy consumption during the 12-month Baseline Period. The Savings are based on consistent energy use and building operating patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational to altered to meet building code requirements.

   The Savings set forth in Exhibit "G-4" are based on the Factors Affecting Energy Use, as they are at the time this Agreement is executed. Changes in Factors Affecting Energy Use will be adjusted for according to the effect on original criteria.

3. **Run Times / Conditions**

   Building Standard of Comfort

   The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 70 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

   During unoccupied hours, the space temperatures for heating shall be adjusted to 55 to 60 degrees or less; the space temperatures for cooling shall be adjusted to 80 to 85 degrees or more.

Temperature Setpoints	DPW	FAB	Probation	South St	Sports	Town Hall	Train	WTP	WWTP
Occupied Heating (°F)	65	65	70	70	65	70	70	70	65
Unoccupied Heating (°F)	55	59	63	65	55	65	60	60	55
Occupied Cooling (°F)	70	70	70	70	74	70	70	70	70
Unoccupied Cooling (°F)	80	76	77	75	85	75	80	80	80

4. **Baseline Operating Parameters**

Table 1. Baseline Operating Parameters

Facility	Monday to Friday	Saturday to Sunday
Farmville Town Hall	00:00-24:00	
South Street Conference Center	00:00-24:00	
Train Station	00:00-24:00	
Fire Department	00:00-24:00	
Probation and Parole Building	00:00-24:00	
Water Treatment Plant	00:00-24:00	
Water Treatment Plant - Pump Station		
Public Works Facility (Town Shop)	00:00-24:00	
Public Works Facility - Addition (Weld Shop)		
Farmville Area Bus Facility (FAB)	00:00-24:00	
Wastewater Treatment Facility (Control & Compressor Bldg.)	00:00-24:00	
Wastewater Treatment Facility (Blower Bldg.)	00:00-24:00	
Fueling Station	N/A	
Sports Arena	00:00-24:00	

5. **Post-Installation Operating Parameters**

Table 2. Post-Installation Operating Parameters

Facility	Monday to Friday	Saturday to Sunday
Farmville Town Hall*	07:00-18:00	OFF
South Street Conference Center 1st Floor	07:00-18:00	OFF
South Street Conference Center 2nd Floor	M&W 16-19:00 Tu-Th 15-20:00	OFF
**Train Station	Fr 10:00-14:00	Sa 12:00-15:00
Fire Department	00:00-24:00	
Probation and Parole Building	07:00-16:00	OFF
Water Treatment Plant	06:00-17:00	
Water Treatment Plant - Pump Station		
Public Works Facility (Town Shop)	07:00-18:00	OFF
Public Works Facility - Addition (Weld Shop)		
Farmville Area Bus Facility (FAB)	00:00-24:00	OFF
Wastewater Treatment Facility (Control & Compressor Bldg.)	06:00-17:00	
Wastewater Treatment Facility (Blower Bldg.)		
Fueling Station	N/A	
**Sports Arena June/July	13:00-17:00	13:00-15:00
**Sports Arena Except June/July	13:00-17:00	13:00-15:00

*HVAC units serving the 24/7 spaces were not scheduled

**Hours of operation are based on average usage times per week. Actual time of day and usage may vary based on actual hours of usage, which may deviate from the set schedule.

6. **Lighting Burn Hours**

Baseline and Post lighting burn hours are listed in the table below:

Table 3. Lighting Burn Hours

Space Description	Total Existing Annual Hours
Always On	8,760
Exterior	4,380
Reduced Exterior	2,190
Farmville Area Bus Facility - Bay	3,800
Farmville Area Bus Facility - Community	500
Farmville Area Bus Facility - Hall & RR	2,200
Farmville Area Bus Facility - Office	1,600
Farmville Area Bus Facility - Storage & Mech	110
Farmville Area Bus Facility - Reduced Exterior	2,190
Fire Department - Bay	3,300
Fire Department - Conference	5,220
Fire Department - Crew	6,000
Fire Department - Hall & RR	2,225
Fire Department - Office	3,090
Fire Department - Storage & Mech	1,000
Fueling Station - Fuel Storage	750
Fueling Station - Pole Lights	4,380
Probation and Parole Building - Hall	2,340
Probation and Parole Building - Office	1,755
Probation and Parole Building - RR	800
Probation and Parole Building - Storage & Mech	250
Public Works Facility - Garage	1,755
Public Works Facility - Hall	2,340
Public Works Facility - Hall & RR	750
Public Works Facility - Office	1,755
Public Works Facility - Storage & Mech	500
Sports Arena - Arena	450
Sports Arena - Hall & RR	450
Sports Arena - Storage & Mech	150
Sports Arena - Field	20

Space Description	Total Existing Annual Hours
Farmville Town Hall - Hallway	5,500
Farmville Town Hall - Office	3,200
Farmville Town Hall - Restroom	2,680
Farmville Town Hall - Storage & Mech	1,010
Train Station- Common	2,870
Train Station- Storage	1,000
Wastewater Treatment Plant - Interior	410
Wastewater Treatment Plant - Control	2,340
Wastewater Treatment Plant Yard	1,095
Water Treatment Plant - Facility	1,000
Water Treatment Plant - Office	3,380
South Street Conference Center - Activity	350
South Street Conference Center - Hall & RR	650
South Street Conference Center - Office	400
South Street Conference Center - Storage	150
South Street Conference Center - Vacant	150

Exhibit G-4

Baseline Parameters and Annual Guaranteed Savings

1. **Annual Baseline Energy Use**

Table 1. Baseline Annual Energy & Water Use

Facility	Sq. Ft.	Electric Use (kWh)	Electric Cost ($)	Fuel Use (MMBtu)	Fuel Cost ($)	Water Use (kGal)	Water Cost ($)	Total Cost ($)
Farmville Town Hall	30,982	667,920	$40,148	-	-	357	$2,231	$42,379
South Street Conference Center	6,180	43,087	$4,907	-	-	15	$52	$4,959
Train Station	3,204	41,111	$3,960	-	-	25	$84	$4,044
Fire Department	8,910	85,754	$9,670	375.2	$8,569	67	$348	$18,587
Probation and Parole Building	4,581	56,760	$5,967	-	-	43	$443	$6,410
Water Treatment Plant	15,225	436,880	$47,963	435.9	$11,511	72	$740	$60,214
Water Treatment Plant - Pump Station	500	200,160	$22,599	-	-	-	-	$22,599
Public Works Facility (Town Shop)	10,920	78,186	$8,989	396.3	$9,911	74	$345	$19,245
Public Works Facility - Addition (Weld Shop)	9,842	27,528	$3,131	-	-	-	-	$3,131
Farmville Area Bus (FAB) Facility	8,812	50,993	$5,600	193.0	$4,554	37	$173	$10,327
Wastewater Treatment Facility (Control & Compressor Bldg.)	2,340	220,992	$23,130	58.0	$1,391	-	-	$24,521
Wastewater Treatment Facility (Blower Bldg.)	754	948,480	$57,527	-	-	9,716	$60,725	$118,252
Fueling Station	-	11,038	$1,267	-	-	-	-	$1,267
Sports Arena	10,000	51,058	$5,831	106.8	$2,491	386	386	$10,704
Total	112,250	2,919,947	$240,689	1565.2	$38,427	10,792	$67,523	$346,639

2. **Energy Rates**

Table 2 below includes the Initial Baseline Energy Rates that will be used to calculate Year 1 Savings. These rates will be escalated annually by 3.0% for purposes of calculating Savings starting with Year 2 of the term. Savings shall be calculated using the escalated Initial Baseline Energy Rates or Performance Year (Actual) energy rates for each location, whichever results in greater Savings. Actual energy and utility rates may be calculated at the end of each Agreement year if utility billing information is provided for the Performance Year using the same methodology as was employed to determine the Baseline energy rate in the Comprehensive Energy Analysis Report.

Table 2. Initial Baseline Energy Rates

Facility	Demand $/kW	Energy $/kWh	Fuel Oil $/MMBtu	Propane $/MMBtu	Water $/kGal
Farmville Town Hall	$11.498	$0.060	-	-	$6.250
South Street Conference Center	-	$0.114	-	-	$3.340
Train Station	-	$0.085	-	-	$3.340
Fire Department	-	$0.113	-	$22.837	$5.200
Probation and Parole Building	-	$0.105	-	-	$10.300
Water Treatment Plant	-	$0.110	$26.409	-	$10.300
Water Treatment Plant - Pump Station	-	$0.113	-	-	-
Public Works Facility (Town Shop)	-	$0.115	$28.809	$23.673	$4.680
Public Works Facility - Addition (Weld Shop)	-	$0.114	-	-	-
Farmville Area Bus (FAB) Facility	-	$0.110	-	$23.595	$4.680
Wastewater Treatment Facility (Control & Compressor Bldg.)	-	$0.105	-	$23.989	$6.250
Wastewater Treatment Facility (Blower Bldg.)	$11.699	$0.061	-	-	-
Fueling Station	-	$0.115	-	-	-
Sports Arena	-	$0.114	-	$23.320	$6.170

3. **Projected Annual Consumption and Demand Savings**

ABM estimates the following annual reduction of utility and energy demand and consumption. These figures have been used to calculate total Energy & Utility Cost Avoidance (Savings).

Table 3. Projected Annual Energy Use Savings

Demand (kW)	Energy (kWh)	Propane (MMBtu)	Water (kGal)
191.4	450,934	446	174.6

4. **Guaranteed Savings Summary**

Using the above Baseline Energy Rates, the savings from Energy and Operational Cost Avoidance for Performance Year One is **$73,306.00**

The breakdown is as follows:

Energy Cost Avoidance: $55,919.00

Operational Cost Avoidance: $17,387.00

The Operation and Maintenance (O&M) and Capital Cost Avoidance combined as "Operational Cost Avoidance" dollar savings values have been agreed to by both parties to occur as a result of the installation of the project. The sum of these savings values for each guaranteed year will be added to the Energy Cost Avoidance for each specific year as noted and will therefore be deemed achieved upon execution of this Agreement.

5. **Annual Guarantee Escalation Rates:**

The Guaranteed Savings amounts will be escalated annually starting with Year 2 of the term as follows:

Energy Cost Avoidance:	3.00%
Operational Cost Avoidance:	3.00%

Calculations showing the Non-Measured Project Benefit assumptions are detailed below. Customer agrees that the Non-Measured Project Benefits are reasonable, and that the installation of the Project will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

6. **Water Meter Rates**

Table 4 below includes the initial baseline water meter rates that were used to calculate Year 1 Non-Measured Project Benefit. These rates will be escalated annually by 3% for purposes of calculating non-measured project benefit starting with Year 2 of the term. These rates were furnished by Customer to ABM, which information forms the basis of the Non-Measured Project Benefits.

Table 4. Initial Baseline Water Meter Rates

Customer Type	Water Consumption (kGal)	Rate ($/kGal)
Water - Inside	1.5 to 10	$4.68
Water - Inside	Over 10	$6.25
Water - Outside	1.5 to 10	$6.52
Water - Outside	10 to 500	$8.88
Water - Outside	Over 500	$8.35
Sewer - Inside	1.5 to 10	$5.62
Sewer - Inside	Over 10	$7.50
Sewer - Outside	1.5 to 10	$7.82
Sewer - Outside	10 to 500	$10.66
Sewer - Outside	Over 500	$10.02

7. **Water Meter Non-Measured Project Benefits**

Customer understands that it will be required to enter into services agreements directly with vendors detailed in BES Project Agreement in order to achieve the Non-Measured Project Benefits. Customer has reviewed the terms of those agreements and agrees that it will directly contract with services providers to provide those services. ABM will have no responsibility for ongoing services including, but not limited to, water meter reading, water meter billing, and water meter customer service issues required to achieve the Non-Measured Project Benefits.

ABM accepts no risk or liability associated with the following items, without limitation:

a. water system revenue

b. water usage/consumption trends

c. water rationing programs

d. demographic and/or population shifts

e. changes in the industrial or commercial base

f. regulatory changes

g. droughts, floods, rainfall, or other weather or climactic conditions

h. water system pressure variations

i. non-metered water usage

j. failure to collect amounts due for billable consumption

k. changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges

l. changes to water and sewer rate schedules

m. water quality

n. failure of the water system to meet governmental requirements

o. improper maintenance or unsound usage of the Improvement Measures or any related equipment

p. performance of automatic meter reading equipment

This non-measured project benefit has been calculated using the Water Meter Rates, as well as Projected Annual Billable Water Increases. The total Water Meter Non-Measured Project Benefit for Performance Year One is **$158,917.**

The Performance Year One non-measured project benefit breakdown is as follows:

Table 5. Annual Water Meter Benefit

Term	Year	Financial Benefit
1	2024	$158,917
2	2025	$141,829
3	2026	$152,255
4	2027	$164,664
5	2028	$207,000
6	2029	$206,003
7	2030	$204,975
8	2031	$203,916
9	2032	$202,826
10	2033	$233,669
11	2034	$232,513
12	2035	$231,321

13	2036	$230,094
14	2037	$228,830
15	2038	$259,494
16	2039	$258,153
17	2040	$256,772
18	2041	$255,350
19	2042	$253,884
20	2043	$284,341

Water Meter Non-Measured Project Benefit: $4,366,808

Parking Solutions

8. **Parking Meter Rates**

Table 6 below includes the initial baseline parking meter rates that were used to calculate Year 1 Non-Measured Project Benefit. These rates will be escalated annually by 3% for purposes of calculating non-measured project benefit starting with Year 2 of the term. These rates were furnished by Customer to ABM, which information forms the basis of the Non-Measured Project Benefits.

Table 6. Baseline Parking Meter Rates

Parking Type	Rate ($/hour)
M5 Street Meter	$0.50
Parking Lot	$0.25

Proposed Parking Meter Rates

Parking Type	Rate ($/hour)
M5 Street Meter	$1.00
Parking Lot	$1.00

9. **Parking Meter Non-Measured Project Benefits**

This non-measured project benefit has been calculated using the Parking Meter Rates, as well as Projected Billable Parking Rate increases projected to increase $0.50 every five years starting on Year 5 through Year 20. The total Parking Meter Non-Measured Project Benefit for Performance Year One is **$27,401.**

The Performance Year One non-measured project benefit breakdown is as follows:

Table 7. Annual Parking Meter Benefit

Term	Year	Financial Benefit
1	2024	$27,401
2	2025	$27,401
3	2026	$27,401
4	2027	$27,401
5	2028	$59,665
6	2029	$59,665
7	2030	$59,665
8	2031	$59,665
9	2032	$59,665
10	2033	$91,928
11	2034	$91,928
12	2035	$91,928
13	2036	$91,928
14	2037	$91,928
15	2038	$124,192
16	2039	$124,192
17	2040	$124,192
18	2041	$124,192
19	2042	$124,192
20	2043	$156,455

Parking Meter Non-Measured Project Benefit: $1,644,981

10. **Solar PPA Rates**

Table 8 below includes the initial baseline electric meter rates that were used to calculate Year 1 Non-Measured Project Benefit. These rates will be escalated annually by 3% for purposes of calculating non-measured project benefit starting with Year 2 of the term. These rates were furnished by Customer to ABM, which information forms the basis of the Non-Measured Project Benefits.

The financial benefit and rates used below at the Wastewater Treatment Plant - Blower Building are for Schedule 130 instead of Schedule 120. The solar project at the Wastewater Treatment Plant - Blower Building is designed to reduce the electric energy usage from the 2022 consumption of 939,016 kWh to the expected utility consumption 82% to 165,650 kWh after solar is installed. Changing the rate schedule from 130 (VEPCA) to 120 (VEPCA for water and wastewater treatment) will remove the demand billing components from the utility charges and only bill for any remaining electrical consumption.

Table 8. Initial Baseline PPA Rates

Facility	Energy $/kWh
Wastewater Treatment Plant - Blower Building	$0.0983
Wastewater Treatment Plant - Main Building	$0.0983
Water Treatment Plant – Pump Building	$0.0983
Water Treatment Plant – Main Building	$0.0983

11. **Solar PPA Non-Measured Project Benefits**

This non-measured project benefit has been calculated using the existing electric rates. The total Solar PPA Non-Measured Project Benefit for Performance Year One is **$26,447.**

The Solar PPA Non-Measured project benefit breakdown is as follows:

Table 9. Annual Solar PPA Benefit

Term	Year	Financial Benefit
1	2024	$26,447
2	2025	$30,166
3	2026	$33,995
4	2027	$37,928
5	2028	$41,977
6	2029	$46,139
7	2030	$50,417
8	2031	$54,814
9	2032	$59,335
10	2033	$63,981
11	2034	$68,753
12	2035	$73,656
13	2036	$78,691
14	2037	$83,865
15	2038	$89,177
16	2039	$94,630
17	2040	$100,231
18	2041	$105,979
19	2042	$111,881
20	2043	$117,936
21	2044	$124,149
22	2045	$130,524
23	2046	$137,065
24	2047	$143,774
25	2048	$150,657

Total 25-Year term benefit: **$2,056,167**

Exhibit G-5
Measurement & Verification

ABM and the Customer agree the Verified Savings by ECM or utility type will be determined using the following Measurement & Verification plans further described in this section. Through this plan, the guaranteed savings generated by the ECMs installed in the Facilities will be validated. The M&V methodologies proposed for these ECMs are based on industry standard Measurement and Verification Guidelines.

During the term of the Agreement, ABM may adjust Savings due to changes in the standards and comforts as described in Exhibit G-3, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the Savings calculated by this M&V plan.

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. ABM shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) in connection with the provision of M&V Services hereunder.

Selected M&V Methodology Description:

Retrofit Isolation Option A: Key Parameter Measurement

Measured Project Benefits are determined by partial field measurement or verification of key parameters of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with annual or one-time measurements before and after the Installation Period or as outlined in the M&V descriptions below.

Partial measurement or verification means that some but not all parameters will be measured or verified. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measured and stipulated parameters are used to calculate Savings for the duration of the Performance Term.

The M&V plan for this project does not include a utility bill comparison (known as Option C or Whole Facility monitoring). In this case, Option C would not be cost-effective, requiring extensive ongoing review of equipment not impacted by this project. The ECM's within this Project will generate Savings that are expected to have minimal variation, so Retrofit Isolation will provide the appropriate level of cost/benefit to the Agency.

Annually during the Reporting Term, site inspections will be performed to verify equipment remains in place and in proper condition to produce the expected savings.

Table 10. Project-Specific Savings Measurement & Verification Plan

Measure	M&V Description
ECM 1.1 Boiler Improvements - Boiler Controls **M&V Approach:** Option A **Utilities:** Fuel	**Baseline**: The fuel usage associated with equipment other than the affected boilers was estimated (including other space heating equipment and with domestic water heating equipment). That usage was subtracted from the total annual fuel usage taken from 12 months of utility data to arrive at the fuel baseline for the affected boilers.
	Post-Installation: Testing will be performed by turning the M2G controllers off 1 day and on 1 day on a rotating basis for a minimum of 20 days. The test will be completed when the daily average outdoor air temperature is below [65]°F. The "sawtooth" pattern of daily On/Off testing will highlight the impact of the controls and savings will be calculated. Once the savings are calculated based on as-built conditions, savings will be stipulated for the term of the guarantee and no further calculations will be completed.
	Ongoing: The controls will be visually inspected to ensure they are still functioning as intended. No further testing will be completed.
ECM 3.1a: Energy Management System Optimization **M&V Approach:** Option A **Utilities:** Electric Fuel	**Baseline**: The existing HVAC control system schedules equipment setback temperatures during unoccupied hours and run hours were verified with data loggers' equipment data was gathered, and engineering design standards were used to determine existing operating conditions of systems.
	Post-Installation: Verify proper programming of schedules, set points, and other general energy-saving controls strategies. Post-installation energy use will be determined with engineering methods using measured set points and trending data, where available. Once the savings are calculated based on as-built conditions, savings will be stipulated for the term of the guarantee and no further calculations will be completed.
	Ongoing: Annual controls inspection and trending review to verify HVAC control sequence of operation, temperature setbacks, and unit operating schedules. Savings will be calculated by applying the annual escalation percentage(s) from Exhibit G-4, Section 5, to the Savings for the unit and demand savings verified as part of the Post-Installation M&V activities. Current conditions will be documented and provided as informational feedback only.
ECM 3.1b: Programmable Thermostats **M&V Approach:** Option A **Utilities:** Electric Fuel	**Baseline**: The existing thermostats do not allow space temperature setback during unoccupied hours. Run hours were verified with Town of Farmville, equipment condition and nameplate data was gathered, and engineering design standards were used to determine equipment loading and energy use.
	Post-Installation: Verify proper programming aligns with contractual Standards of Comfort. Once the savings are calculated based on as-built conditions, savings will be stipulated for the term of the guarantee and no further calculations will be completed.
	Ongoing: Visual inspection only. Current settings during the annual inspection will be documented and provided as informational feedback only.
TC 4.1: HVAC Retrofits **M&V Approach:** Option A **Utilities:** Electric Fuel	**Baseline**: Engineering methods were used to calculate savings for the annual operating hours. Annual Operating hours were determined from review of existing control system equipment, site observation, bin weather data, and input from site personnel. Existing name plate efficiency (EER/COP) was used for baseline conditions adjusted to reflected age of equipment.
	Post-Installation: New unit name plate efficiency (EER/COP) will be used. Operating hours will be verified through post installation control programming. The savings will be confirmed or updated based on any changes to the scope of work. The savings are stipulated at the level determined post-installation.

Measure	M&V Description
	Ongoing: The savings for this ECM are stipulated at the level determined post-installation. Savings will be calculated by applying the annual escalation percentage(s) from Exhibit G-4, Section 5, to the Savings for the unit and demand savings verified as part of the Post-Installation M&V activities, and annually thereafter. Current conditions will be documented and provided as informational feedback only.
ECM 5.1: LED Lighting Upgrades **M&V Approach:** Option A **Utilities:** Electric	**Baseline**: Pre-Retrofit fixture power will be measured for lamp ballast combinations (LBC) representing a total of 75% of the connected load. Burn hours are stipulated in Exhibit G-3 Table 3. Prior to retrofit, burn hours will be logged and lighting levels will be measured for a representative sample of space types.
	Post-Installation: Post-Retrofit fixture power will be measured for lamp ballast combinations (LBC) representing a total of 75% of the connected load. Any lamp ballast combination representing less than 5% of the total connected load will not be measured and original estimated savings will only be adjusted if the actual fixture type or quantity installed varies from original design. Burn hours remain the same as baseline.
	Ongoing: Annual visual inspection of a sample set of lighting fixtures in selected facilities to ensure the integrity of the fixtures and confirm the ECM still has the potential to perform as specified. Current conditions will be documented and provided as informational feedback only.
ECM 6.1: Building Envelope Improvements **M&V Approach:** Option A **Utilities:** Electric Fuel	**Baseline**: Building Envelope was inspected during baseline activities and deficiencies were noted and measured. Data was then incorporated into engineering methods to determine the existing conditions and potential savings.
	Post-Installation: As-built documentation will be compared to the contractual scope of work and visually inspected for proper installation. The savings will be confirmed or updated based on any changes to the scope of work.
	Ongoing: The savings for this ECM are stipulated at the level determined post-installation. The Savings reported in Year 1 will be stipulated for the remainder of the Guarantee Performance Term. Savings will be calculated by applying the annual escalation percentage(s) from Exhibit G-4, Section 5, to the Savings for the unit and demand savings.
ECM 13.1 Water Conservation **M&V Approach:** Option A **Utilities:** Fuel Water	**Baseline**: Existing nameplate data, occupancy, industry standards for typical water fixture use, and feedback from building staff was used to estimate existing water and energy consumption and compared to building consumption data to ensure DHW estimates were reasonable.
	Post-Installation: Scope completion and on-site verification of proper installation will be completed. Equipment size and nameplate data will be compared against original design. Savings will be updated based on as-built conditions. Once the savings are calculated based on as-built conditions, savings will be stipulated for the term of the guarantee and no further calculations will be completed.
	Ongoing: Annually a visual inspection will be completed to verify equipment is in place and remains in good condition. Current conditions will be documented and provided as informational feedback only.
ECM 20.1 Roof Repair or Replacement M&V Approach:	**Baseline**: Existing roofing dimensions and materials were surveyed. Building heating and cooling loads were modeled based on local weather patterns and roofing specifications. Baseline model is agreed upon and no further calculations of baseline infiltration or heat gain will be completed.
	Post-Installation: Scope completion and on-site verification of proper installation will be completed. Savings will only be updated installed scope varies from original design. Once

Measure	M&V Description
Option A	the savings are calculated based on as-built conditions, savings will be stipulated for the term of the guarantee and no further calculations will be completed.
Utilities: Electric Fuel	**Ongoing**: Annually, if access is possible, a visual inspection will be completed to verify materials are in place and remain in good condition. Current conditions will be documented and provided as informational feedback only.

The Non-Measured Project Benefit values have been agreed to by both parties to occur as a result of the installation of the project. The sum of these non-measured project benefit values for each guarantee year are stipulated by both Parties and will therefore be deemed achieved upon execution of this Agreement. There will not be future measurement and verification tasks associated with the Non-Measured portion of this project.

Exhibit G-6
Savings Calculations

To keep the number of pages reduced, detailed benefit calculations were not included in this document. Detailed benefit calculations will be provided upon request.

General

1. TMY3 Bin Weather Data for Greensboro Piedmont Triad Airport was used for energy savings calculations
2. Heating and Cooling Design Temps are from ASHRAE Design values
3. Balance Point (BP) of the buildings is estimated based on the building type and usage
4. HOBO Data Loggers were used to verify the equipment runtime , space temps/RH levels, lighting runtime and occupancy
5. Motor wattage and current measurements were performed to get the actual motor loading and power draw used in the energy savings calculations
6. Basic equations and formulae used are included here , for actual detailed Calculations Bin methodology was used

Lighting Savings

The existing lighting kW baseline is calculated by counting and recording each individual fixture on a room by room, area by area basis and recording their individual wattage. The existing fixture wattages are then multiplied by the number of fixtures and tabulated to determine the KW connected load. Annual run hours (diversity factor) are applied to each individual fixture to calculate annual kWh consumption. This will serve as the existing baseline for lighting connected load and lighting consumption. After determining a list of proposed ECMs the same calculations are conducted for the proposed lighting. Each proposed upgrade is counted and recorded and each individual retrofit type will be allocated the new wattage to determine the new KW; the annual run hours are applied to determine the new annual kWh consumption. HOBO Lighting and Occupancy loggers/ personnel interviews were used to get the lighting runtime

The total lighting system kW demand savings is calculated by taking the existing system kW demand less the proposed system kW demand. The total kWh savings is also calculated by taking the existing kWh less the proposed kWh. The calculation is represented by the following equation:

Total kW Demand Savings = ∑ [Existing kW Demand – Proposed kW Demand]

Total kWh Savings = ∑ [Existing kWh – Proposed kWh]

The sum total of the lighting savings is the total kWh and kW demand dollar savings.

Total kW Demand Dollars Savings = ∑ [kW Demand Savings * kW Utility Rate * 12 Months]

Total kWh Dollars Savings = ∑ [kWh Savings * kWh Utility Rate]

Lighting Heating Penalty and Cooling Savings were calculated to account for the HVAC /Lighting interaction and the appropriate Cooling COPs and heating efficiencies were used to account for the reduction in cooling load and heating penalty as shown below:

$$Cooling\ Savings = \frac{\begin{pmatrix} lighting \\ savings \end{pmatrix} x\, 3{,}413\ x \begin{pmatrix} cooling \\ period \end{pmatrix} x \begin{pmatrix} chiller \\ factor \end{pmatrix}}{12{,}000\ x \begin{pmatrix} lighting \\ period \end{pmatrix}}$$

$$Heating\ Penalty = \frac{\begin{pmatrix} lighting \\ savings \end{pmatrix} x\, 3{,}413\ x \begin{pmatrix} heating \\ period \end{pmatrix}}{1{,}000{,}000\ x \begin{pmatrix} boiler \\ eff. \end{pmatrix} x \begin{pmatrix} lighting \\ period \end{pmatrix}}$$

Equipment Scheduling (Controls Upgrade)

The existing heating and cooling equipment usage is calculated on a bin-hour/temperature basis by setting up a calculation of the net heating and cooling energy that will be required to maintain comfortable environmental conditions. This technique varies for each type of HVAC system such as: single zone constant volume with reheat; single zone variable air volume with reheat; multi-deck constant volume; dual duct multi-zone constant volume; or single zone DX cooling with baseboard independent heating. Each of these systems requires different equations to evaluate energy use during occupied and unoccupied hours. ABM Building Services typically develops customized spreadsheets to calculate energy requirements for each zone and system type of a building. The formula developed considers the following:

- Zone loads based on occupied and unoccupied periods at various outdoor air temperatures and interior heat loads
- HVAC system operating parameters that provide the necessary heating, cooling and ventilation rates needed to meet the zone loads through a combination of air quantity, discharge air temperature, and outdoor air cfm
- Sum the annual heating, cooling and fan energy for each temperature bin for each zone.

- Sum all zones and compare with annual HVAC energy consumption based on utility bills, after subtracting lighting, equipment and other electrical and thermal loads unrelated to the HVAC systems.

Calculation Methodology

1. HOBO Motor on/off , temp/RH loggers were used along with Outdoor Air Temps to determine the runtime and setpoints of the equipment
2. The equipment load is assumed to vary linearly with OAT (Outdoor Air Temp) with Balance Point (BP) being the temp when the building is in equilibrium with no heating or cooling need
3. EER /COP for the equipment used in the calculation is obtained from the cutsheet (where name plate data was available) and derated for equipment in poor condition
4. Building Schedule was obtained from the customer and is specific to each building. Difference between the existing equipment schedule and actual (or proposed) schedule results in these savings
5. Cooling Setpoint of 80/85 F and Heating Unoccupied Setpoint of 55-60 F shall be maintained during Unoccupied Hours. Extra equipment runtime to maintain these temps during night/weekend was taken into account while calculating savings

$$Shutdown\ Period = \left(old\ \frac{hrs}{wk}\right) - \left(new \frac{hrs}{wk}\right)$$

$$Cooling\ Savings = \begin{pmatrix} shutdown \\ period \end{pmatrix} x \begin{pmatrix} cooling \\ period \end{pmatrix} x \begin{pmatrix} temp.\lim it \\ diversity \\ factor \end{pmatrix} x \left[\frac{\begin{pmatrix} avg. \\ tons \end{pmatrix} x 12}{EER} \right]$$

$$Heating\ Savings = \begin{pmatrix} exist. \\ gas \\ usage \end{pmatrix} x \left[1 - \frac{\begin{pmatrix} new\,temp \\ difference \end{pmatrix}}{\begin{pmatrix} old\ temp. \\ difference \end{pmatrix}} \right] x \frac{\begin{pmatrix} setback \\ period \end{pmatrix}}{168}$$

Equipment Upgrade

1. HOBO Motor on/off . Temp/RH loggers were used along with Outdoor Air Temps to determine the runtime and setpoints of the equipment
2. The equipment load is assumed to vary linearly with OAT (Outdoor Air Temp) with Balance Point (BP) being the temp when the building is in equilibrium with no heating or cooling need
3. Pre and post EER is obtained from the nameplate data of the existing equipment and cutsheet for proposed new equipment
4. Equipment Upgrade Savings were only taken for the Occupied Period

$$Cooling\ Savings = \begin{pmatrix} demand \\ savings \end{pmatrix} x \begin{pmatrix} oper. \\ period \end{pmatrix}$$

$$Demand\ Savings = \begin{pmatrix} load \\ factor \end{pmatrix} x\ tons\ x\ 12\ x \left[\frac{1}{exist\ EER} - \frac{1}{new\ EER} \right]$$

$$Load\ Factor = \frac{present\ cooling\ energy}{\left(tons\ x \frac{12}{exist\ EER} x \begin{pmatrix} oper. \\ period \end{pmatrix} \right)}$$

Boiler Replacement

1. Nameplate boiler efficiencies derated based on the boiler condition and age were used for the savings calculations
2. New boiler efficiency from cutsheet is used calculating the energy savings
3. Boiler cycling losses were assumed based on the purge cycle timing
4. Boiler load is assumed to vary linearly with OAT below the building Balance Point (BP)

$$\text{Gas Savings} = \begin{pmatrix} exist. \\ gas \\ usage \end{pmatrix} x \left[1 - \frac{\begin{pmatrix} old \\ eff. \end{pmatrix}}{\begin{pmatrix} new \\ eff. \end{pmatrix}} \right]$$

$$Cost\ Savings = \begin{pmatrix} gas \\ savings \end{pmatrix} x \begin{pmatrix} gas \\ rate \end{pmatrix}$$

VFD on Fans and Pumps

1. Hobo loggers were used to determine the runtime of the equipment
2. Savings for VFDs were calculated only during the Occupied runtime
3. 'Yaskawa VFD Energy Savings Predictor' program was used to calculate the savings for VFD replacement
4. % loading on the motor was assumed based on the typical building type and occupancy patterns to simulate the actual load on the pump or fan motor

Calculation Methodology

Existing Pump kW = Pump BHP x 0.746/Motor Efficiency
Existing Pump kWh = Existing Pump kW x Full Load Heating Hours

Where:

- Pump BHP = GPM x Head/(3960 x Pump Efficiency) OR Pump HP x % Pump Loading
- Full Load Heating Hours = Heating Bin Hours x % Heating Load
- Proposed Pump kW = (Existing Pump kW x % Flow ^ VFD Exponent) / VFD Efficiency
- Proposed Pump kWh = Proposed Pump kW x Heating Bin Hour
- kW Saved per Year = (Existing Pump kW – Proposed Pump kW) x 12 months per Year
- kWh Saved per Year = Existing Pump kWh – Proposed Pump kWh

$$Fan\ Savings = \begin{pmatrix} fan \\ HP \end{pmatrix} x\ 0.746\ x \left(1 - \begin{pmatrix} avg.\% \\ load \end{pmatrix}^3 \right) x \begin{pmatrix} operating \\ period \end{pmatrix}$$

Outdoor Air Adjustment

1. The amount of outdoor air 'required' was calculated based on the ASHRAE 62 code
2. Control trending data was used to monitor the return duct C02 levels, OA cfm and position of OA damper to calculate the average actual OA brought into the building through AHUs
3. The difference between the actual OA and the required OA was the savings. Cooling Savings were calculated using the 'Ventilation Preconditioning Bins' from BinMaker Pro software. Ton-hr/scfm of cooling or MBTU/scfm of heating energy was calculated the energy required to bring in a scfm of OA to indoor cooling and heating setpoints

Calculation Methodology

- Average Winter Outdoor Temperature (below balance point temperature) = AWO
- Annual Hours Below Balance Point Temperature (from Bin or Hourly Data) = AHB
- Average Space Setpoint Temperature = ASST
- Pre-Retrofit CFM = Excess OA CFM to AHUs
- Post-Retrofit CFM = 0 Excess OA
- Savings (CFM) = (Pre-Retrofit CFM – Post-Retrofit CFM)
- Total Annual BTUs Saved = CFM Savings x 1.08 x (ASST – AWO) x AHB
- Total Annual Gas Saved = Annual BTUs Saved / (100,000 x Heating Efficiency)

$$Cooling\ Savings = \frac{\begin{pmatrix} vent.air \\ decrease \end{pmatrix} x\ 4.5\ x \begin{pmatrix} enthalpy \\ difference \end{pmatrix} x \begin{pmatrix} cooling \\ period \end{pmatrix} x \begin{pmatrix} chiller \\ factor \end{pmatrix}}{12{,}000}$$

$$Heating\ Savings = \frac{\begin{pmatrix} vent.air \\ decrease \end{pmatrix} x 1.08\ x \begin{pmatrix} temp. \\ diff. \end{pmatrix} x \begin{pmatrix} heating \\ period \end{pmatrix}}{1{,}000{,}000\ x \begin{pmatrix} boiler \\ eff. \end{pmatrix}}$$

Chiller Optimization

1. Controls trending data was used to determine the chiller load Vs OAT
2. Due to very low Delta T , the chillers at the Courthouse and Jail are not loaded and operate at very low COP
3. Pre and Post COP were assumed based on chiller operation. At the time of IGA development the chiller loads were very low to get any actual power measurements
4. Chiller is assumed to run above OAT of 55 F as seen from the control system

$$Demand\ Savings = \left(old\ \frac{KW}{ton} - new \frac{KW}{ton} \right) x \begin{pmatrix} cooling \\ load \\ diversity \end{pmatrix} x\ tons$$

$$Energy\ Savings = \begin{pmatrix} demand \\ savings \end{pmatrix} x \frac{hrs}{yr}$$

Economizer Mode Savings

1. Economizer Mode Savings were calculated only for the Occupied Period when the OA Enthalpy is lower than the return / mixed air enthalpy
2. TMY3 Bin Data was used for OA enthalpy
3. Nameplate Efficiencies (or new equipment efficiencies) were used to calculate the energy savings

$$Cooling\ Savings = \frac{CFM\ x 1.08\ x \begin{pmatrix} temperature \\ difference \end{pmatrix} x \begin{pmatrix} chiller \\ factor \end{pmatrix} x \begin{pmatrix} economizer \\ period \end{pmatrix}}{12{,}000}$$

$$Cost\ Savings = \begin{pmatrix} cooling \\ savings \end{pmatrix} x \begin{pmatrix} elect. \\ \cos t \end{pmatrix}$$

Water Savings

Existing Water Usage was calculated given the total people using the fixtures. This number was found by referencing field notes and interviews with onsite personnel. The water usage of each fixture can be calculated as follows:

Average Usage		Gallons	Shifts	Days	52 Weeks	Gallons
----------	* Total People * ----------	*	----------	*	------- *	---------- = ----------
Person * Shift		Usage	Day	Week	Year	Year

The average usage per person per shift comes from the water usage statistics table, this value is either the number of flushes or minutes of use per person per shift.

After the retrofit or replacement fixtures are chosen then the same calculation that was used for the existing water usage can be applied to find the proposed water usage. By applying the water and sewer rates to the saved amount of water yields the cost savings for water conservation only.

For faucets there are hot water savings that can be associated with the water conservation project due to the reduction in water usage. Fifty-four percent of the water used by a faucet or shower can be assumed to be hot water. This hot water heating savings can be calculated below based on whether the heating method is electric, or gas or steam. Although showers were observed, no measure is recommended due to the limited amount of use, therefore any hot water savings that can be recognized will be from faucets only. Domestic hot water savings were calculated as follows:

$$\text{Water Saved} \bullet \text{\%Hot Water} \bullet \text{Density of Water} \bullet \text{Specific Heat of Water} \bullet \frac{\text{Delta T}}{\text{Boiler Efficiency}} \bullet \text{Conversion To Therms} = \text{Therms Saved}$$

Building Envelope Upgrades

From the ASHRAE fundamentals handbook, the equation for heat transfer estimation is:

$$q = 1.08 * Q * \Delta T$$

Where:

- q = heat loss/gain, measured in Btu/hr
- 1.08 is a conversion factor accounting for the density of air (~ 0.075 lb/ft³ at sea level), the specific heat of air (0.24 Btu/lb/°F) and a conversion from minutes to hours (60)
- ΔT is the temperature difference between the outdoors and the building setpoint.
- Q is the rate of airflow rate

Airflow rate is calculated as:

$$Q = A \bullet \sqrt{Cs\Delta T + Cw \bullet V^2}$$

Where:

- Q is the airflow rate
- A is the gap area (as recorded in the survey)
- Cs is the stack coefficient
- Cw is the wind coefficient
- V is the average wind speed

The stack and wind coefficients are dependent on building height and are available as table lookups provided from ASHRAE. Average wind speed is obtained from NOAA comparative climactic data for locations throughout the U.S. Temperature bin data, obtained from a software package called BinMaker Pro which utilizes climactic design data obtained from ASHRAE. For each temperature bin, the heat loss/gain equation is applied and the summation of outputs from these equations provides an estimate of the heat transfer characteristics for a particular building.

Insulation

The audit process for insulation is similar to that of air infiltration/exfiltration in that the auditor visually inspects areas of the building for existing insulation. Where insufficient or non-existent insulation is found, recommendations for upgrades are proposed. The calculation for heat gain/loss through insulation is:

$$q = A * U * \Delta T$$

Where:

- A is the area of insulation (in square feet).
- U is the heat transfer coefficient (inverse of R-value) of the insulation
- ΔT is the temperature difference between the outdoors and the building set point.

This equation is applied to the hourly bin temperature data for both the existing and proposed insulation amounts and the difference between the two indicates the estimated savings due to increased insulation

Exhibit H-1

DELIVERY AND ACCEPTANCE CERTIFICATE

UPON SUBSTANTIAL COMPLETION

Customer hereby acknowledges receipt of the Energy Conservation Measure(s) (the "ECM(s)") described below as f as Substantially Complete in accordance with the terms of the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the ECM(s) listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement.

Substantial Completion Date:

ECM(s):

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name:_____

Title:_____

Note: ECM(s) to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Exhibit H-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE OF PROJECT

Customer hereby acknowledges Final Acceptance of all Energy Conservation Measures (the "ECMs") described below in accordance with the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to ABM as set forth in the Agreement.

Date Accepted by Customer: _____

Guarantee Commencement Date: _____

Accepted for: **Customer**

Accepted by: _____

Name:_____

Title:_____

Note: ECMs to which this Delivery and Acceptance Certificate relates are attached hereto.

Exhibit I

On-Going Services

Town Hall Controls Service

HVAC Controls

- Term: 1 Year
- 64 hours of Control Technician Onsite Block Hours
  - Can be used in (8) Hour increments. M-F 8am – 5pm
  - Time is calculated per technician & progressed billed when time is used on a Monthly Basis.
  - Time can be used for monthly or quarterly system checks, supervisory level program modifications, troubleshooting, planned scheduled service calls.
  - Any system deficiencies found will be noted in a service report as well as discussed onsite with facilities.
- Building Advisor Service Report / Fault Detection
  - Continuous Monitoring and Fault Detection of 6 RTUs, 50 VAV boxes
  - Data is used to identify/prioritize maintenance tasks (this is not a monitoring center or a substitute for monitoring alarms)
  - Reports will be created quarterly and reviewed with the client
  - Faults detected will be used to help discuss priorities for service visits.
  - Building Advisor Web portal can be accessed via the client for asset tracking and dashboards at any time.

Other Buildings Controls Service (included buildings listed below):

- South Street Conference Center
- Train Station
- Probation Office
- Water Plant
- Public Works Shop
- Bus Facility
- Wastewater Treatment Plant
- Sports Complex

HVAC Controls

- Term: 1 Year
- 32 hours (total, not per building) of Control Technician Onsite Block Hours
  - Can be used in (8) Hour increments. M-F 8am – 5pm
  - Time is calculated per technician & progressed billed when time is used on a Monthly Basis.
  - Time can be used for monthly or quarterly system checks, supervisory level program modifications, troubleshooting, planned scheduled service calls.
  - Any system deficiencies found will be noted in a service report as well as discussed onsite with

facilities.

Building Advisor Service Report / Fault Detection

- Continuous Monitoring and Fault Detection of 32 pieces of Zone Packaged Equipment
    - Data is used to identify/prioritize maintenance tasks (this is not a monitoring center or a substitute for monitoring alarms)
    - Reports will be created quarterly and reviewed with the client
    - Faults detected will be used to help discuss priorities for service visits.
    - Building Advisor Web portal can be accessed via the client for asset tracking and dashboards at any time.

Clarifications:

- Normal Business Hours for use of Block Hours
- Any additional time, afterhours or material needed will be quoted separately.
- Rates Include Travel and Admin for Onsite time.
- Does not Include Material or Software Licenses. Any control devices found to be defective would be quoted individually as found or requested.
- Does not include emergency call outs.
- These are not a full-service contracts, anything found to be defective will be quoted separately.

Exclusions:

- Anything Other Than Listed Above
- Afterhours or Overtime work is excluded.
- Davis-Bacon Wages Excluded
- Bond is Excluded
- 24/7 Remote Monitoring

Exhibit J

Prevailing Wage Schedule

Davis-Bacon/Prevailing Wage

Davis-Bacon/prevailing wage has not been included to complete all measures included in this scope of work. Should the Customer require prevailing wage to be utilized, ABM will be entitled to an equitable adjustment in the Contact Price to account for any costs associated with prevailing wage compliance.

Exhibit K
Change Order Form

This form will be modified to fit the specific change(s) being requested.

Customer	
Change Order No.	
Change Order Title	

Scope Location	**Original Scope Description**

Scope Location	**Proposed Change to Scope Description**

Cost Impact:

Schedule Impact:

Savings Impact:

Requires Change to Guaranteed Savings:	Y or N
Requires Change to M&V Methodology:	Y or N
Effective Date:	MM/DD/YYYY
Effective Years:	Years # to #
Utility Type and Units:	
Utility Savings ($):	

Changes to the original scope can be addressed either by revising the Guaranteed Savings, or by applying a Savings Adjustment to the Reported Savings. This Change Order will address the impact as follows:

(Description will be added here.)

Approvals

ABM FACILITY SUPPORT SERVICES, LLC **Town of Farmville**

Signature (Authorized Representative)	Signature (Authorized Representative)
Name	
Title:	Title:
Date:	Date:

Town of Farmville

Agenda Item Summary

MEETING DATE: December 6, 2023

ITEM NUMBER: 9.a. – 2.2-3711(A)(1) Discussion of Performance of the Clerk of Council

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BACKGROUND: Mr. Mayor, I move that the Farmville Town Council convene in closed meeting pursuant to the Code of Virginia, in accordance with the provisions of paragraph A.1. of Section 2.2-3711, for the discussion of performance of the Clerk of Council.

CERTIFICATION OF CLOSED MEETING
WHEREAS, the Farmville Town Council has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

RECOMMENDATION:

FISCAL IMPACT:

ATTACHMENTS: None