Town of Farmville
Town Council

January 10, 2024 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. **Invocation**
4. **Pledge of Allegiance**
5. **Adoption of Agenda**
6. **Declaration of Personal Interest**
7. **Presentation for 25-Year Anniversary - Captain Bill Hogan and Steven Broadwater**
8. **Presentation by Amber Wells, Office of Emergency Medical Services**
9. **Public Comment Period**
   a. Public Comment Sign-Up Sheet
10. **Consent Agenda**
    a. Draft Minutes of the December 6, 2023 Work Session and December 13, 2023 Regular Council Meeting
11. **Finance Report**
    a. December 2023 Finance Report
12. **Old Business**
13. **New Business**
    a. Request Adoption of the Code of Ethics and Conduct and Ethics Pledge
    b. Request Reappointment to the Farmville Industrial Development Authority
14. **Town Manager's Report**
15. **Comments by the Mayor and Town Council**

TOWN OF FARMVILLE
Est. 1798

PUBLIC COMMENT PERIOD
(held after PUBLIC HEARINGS)
January 10, 2024
Guests Sign Up Sheet
(Please limit comments to three minutes)

Name	*Address*	*Topic*	*Via*

Town of Farmville

Agenda Item Summary

MEETING DATE: January 10, 2024

ITEM NUMBER: 10.a. – Draft Minutes of the December 6, 2023 Work Session and December 13, 2023 Regular Council Meeting

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BACKGROUND:

RECOMMENDATION: Approve the Consent Agenda as presented.

FISCAL IMPACT:

ATTACHMENTS:
1. 2023-12-06 Work Session-DRAFT
2. 2023-12-13 Regular Council Meeting-DRAFT

REGULAR WORK SESSION OF THE FARMVILLE TOWN COUNCIL HELD ON DECEMBER 6, 2023

At the regular work session of the Farmville Town Council held on Wednesday, December 6, 2023, at 6:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, A.D. "Chuckie" Reid, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager C. Scott Davis, Chief of Police Andy Ellington, Finance Director Julie Moore, Interim Community Development Director and IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk Mary McKay.

Mayor Vincent called the meeting to order.

The Clerk called the roll, noting all Council members were present.

ADOPTION OF AGENDA

A motion was made by Mr. Hunter to adopt the agenda as presented, seconded by Mr. Hardy, and with all in favor stating "aye", the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

FINANCE REPORT

A report for October 2023 was provided by Finance Director Julie Moore. The total revenue should be about 33% of what is budgeted at this point in the fiscal year, however with the real estate taxes and business licenses not yet received, the revenue is below that threshold. The Water and Sewer Funds are also down from the budgeted amounts due to not having yet recognized ARPA funds to be spent. The revenue compared to the prior year is slightly below last year's figure due to a lag in receiving some of the tax income. Previously there were lease proceeds recognized as revenue from police car financing, but this has been delayed due to the 2023 automobile strike and not having received any cars this year. It was mentioned that the dispatch fee from Longwood University was received in November last year. Ms. Moore also noted there hasn't been a need to transfer any funds from the Sewer Fund to the General Fund so far this fiscal year, like what has been done in past years.

Expenses compared to the budget are below 33%, which indicates department directors are monitoring their respective budgets and not overspending. The expenses compared to the prior year overall were slightly below however there were a couple of departments a little over budget this year such as with the Finance Department's purchase of the OpenGov software, the Recreation Department's purchase of the Splash Pad, and some ARPA purchases this year from the Water Fund that were not made last year.

DISCUSSION: ABM BUILDING SOLUTIONS

The Town Manager gave a brief overview of the Lease Purchase Financing Information and the Bundled Energy Solutions Agreement presented to Council. After he and the Town Attorney reviewed the contract, a few changes were requested, all of which were accepted by ABM. It was reported that Bank of America won the bid at the amount needed. The closing costs are to be paid out of pocket. The closing date listed in the contract provided to Council has been changed to December 27, 2023. Once disbursed, the funds will be placed directly into the Virginia Investment Pool (VIP) Fund.

Mr. Yoelin inquired if the rate has been locked in with the Town Manager advising that the loan is at a fixed rate.

Mr. Hunter brought up for discussion comments heard previously concerning the need to replace certain buildings such as the Town Shop, and if there is a need to spend money for ten years on structures that need to be replaced. Dr. Davis advised the Public Works building could use a facelift and some inside work instead of replacing the facility, and possibly tear down and replace the lean-to shed across the back side of the building.

There was a consensus to move forward with the arrangements until next week's meeting.

TOWN MANAGER'S REPORT

Town Manager Davis asked for Council's support on two requests, and offered one date reminder:

- Cancellation of the Wednesday, January 3, 2024 Work Session.
- Change the Wednesday, January 10, 2024 Regular Council Meeting to 6:00 PM.
- Reminder of the Annual Christmas Luncheon at the Fireman's Sports Arena – December 14, 2023, 11:30 AM – 2:00 PM.

Council members agreed to cancel the January 3, 2024 Work Session and change the time of the January 10, 2024 Regular Council Meeting to 6:00 PM.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mayor Vincent remarked on a constituent's email praising the Finance Department on the comprehensive yearly finance report.

CLOSED SESSION: 2.2-3711(A)(1) DISCUSSION OF PERFORMANCE OF THE CLERK OF COUNCIL

On motion by Mr. Yoelin, seconded by Mr. Hunter, and with Council members Amos, Reid, Dwyer, Pairet, Yoelin, Hunter, and Hardy voting "yes", Council went into closed session under **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.

VOTE: Seven "ayes", No "noes"

MOTION: Yoelin SECOND: Hunter

AYES: Amos, Reid, Dwyer, Pairet, Yoelin, Hunter, and Hardy

NOES: None

ABSENT DURING VOTE: None

ABSENT DURING MEETING: None

____
Clerk of Council

There being no other business and on a motion by Mr. Reid, seconded by Mr. Hunter, with all in favor stating "aye", the meeting adjourned at 6:38 PM.

APPROVED:	ATTEST:
____________________________	____________________________
Brian R. Vincent, Mayor	Mary H. McKay, Clerk of Council

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL HELD ON DECEMBER 13, 2023

At the regular meeting of the Farmville Town Council held on Wednesday, December 13, 2023, at 7:00 PM, in the Council Chamber of the Town Hall, 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members Sallie Amos, A.D. "Chuckie" Reid, Daniel Dwyer, Tommy Pairet, Donald Hunter and John Hardy.

Staff present were Town Manager C. Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Public Works Director Robin Atkins, Fire Chief Daniel Clark, Community Development Director and IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order.

The Clerk called the roll, noting Council Member Adam Yoelin as absent.

The Lord's Prayer was recited for anyone wishing to join in prayer. Vice-Mayor Reid led the Pledge of Allegiance.

Mayor Vincent expressed appreciation to all who regularly participate at the meetings.

ADOPTION OF AGENDA

A motion was made by Mr. Hunter to adopt the agenda as presented, seconded by Mr. Reid, and with all in favor stating "aye", the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

PUBLIC COMMENT PERIOD

With no one signed up or wishing to speak, the public comment period was closed.

CONSENT AGENDA

On motion by Mr. Hardy, seconded by Mr. Hunter, and with all Council members stating "aye", the consent agenda was approved as presented. The consent agenda includes the draft minutes of the November 1, 2023 Work Session and the November 8, 2023 Regular Council Meeting.

FINANCE REPORT

On motion by Mr. Hunter, seconded by Mr. Reid, and with all Council members stating "aye", the finance report was accepted as presented.

BACKGROUND:

Finance Director Julie Moore provided a report for November 2023. A total of $15,572.08 was earned at the Virginia Investment Pool (VIP), making a total earned so far of $126,366. There was a total earned for November of $15,927.98 in the Sweep Accounts with Benchmark Community Bank, for a total earned so far of $115,146.53. The total earned income in November with the money invested at the Local Government Investment Pool (LGIP) was $33,675.16, with a total of $526,737.96 earned since investing at LGIP. The total earned income for November was $65,175.22.

REQUEST ADOPTION OF RESOLUTION NO. 2023-12-01 – AUTHORIZE TOWN MANAGER TO EXECUTE A CONTRACT BETWEEN ABM BUILDING SOLUTIONS AND TOWN OF FARMVILLE

Mr. Pairet made a motion to adopt Resolution No. 2023-12-01 – Authorizing the Town Manager to Execute a Contract between ABM Building Solutions and the Town of Farmville, seconded by Mr. Hunter, and with a recorded vote of Council members Reid, Dwyer, Pairet, Hunter, Hardy, and Amos voting "yes", the motion passed.

BACKGROUND: The asset management topic was brought forward at the 2023 Council Retreat. A Comprehensive Technical Audit was conducted by ABM Building Solutions with the results provided at the November 1, 2023 Regular Work Session. A detailed review was made of the proposed upgrades. ABM submitted a proposal for the infrastructure modernization project, which would allow for efficiency upgrades to the town's buildings and assets. The pricing submitted by ABM is valid until December 31, 2023.

Resolution No. 2023-12-01

Authorize Town Manager To Execute a Contract Between ABM Building Solutions and Town of Farmville

WHEREAS, Town Council acknowledges the need for Town buildings to be more energy efficient, more efficient water meters, EV charging stations, and alternative payment methods for parking meters; and

WHEREAS, the ABM Building Solutions has provided the Town of Farmville with methods to meet these needs; and

WHEREAS, the Town Manager has provided information over several council meetings on the solutions being recommended by ABM Building Solutions; and

WHEREAS, Town Council has reviewed the contract agreement between the Town of Farmville and ABM Building Solutions for these building solutions to be completed; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council authorizes the Town Manager to execute a contract between ABM Building Solutions and the Town of Farmville.

2. This resolution shall be in full force and effect upon passage.

Approved:

____
Mayor

Attest: _____________________________
Clerk of Council

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I certify that the above resolution was:

Adopted on ____.

Ayes: ________. Nays: ________. Absent: _________. Abstain: _________.

The Honorable A.D. "Chuckie" Reid: __________.

The Honorable Sallie O. Amos __________.

The Honorable Daniel E. Dwyer __________.

The Honorable Tommy Pairet __________.

The Honorable John Hardy __________.

The Honorable Donald L. Hunter __________.

The Honorable Adam Yoelin __________.

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. **<u>LIMITATION OF LIABILITY</u>.** 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

Town Hall

116 N. Main St. Farmville VA 23901

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.

South Street Conference Center

124 South St. Farmville VA 23901

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

Train Station

510 W. 3rd St. Farmville VA 23901

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

Probation and Parole Building

75 Industrial Park Rd. Farmville VA 23901

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

Public Works Building

814 Longwood Ave. Farmville VA 23901

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

Bus Facility

502 Doswell St. Farmville VA 23901

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

Wastewater Treatment Plant

600 Doswell St. Farmville VA 23901

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

Sports Complex

1328 Zion Hill Rd. Farmville, VA 23901

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

Town Wide

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. **<u>Installation Period Savings:</u>** 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. **<u>IPMVP</u>:** 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:

    <u>Retrofit Isolation: "Option A"</u>: 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.

    <u>Retrofit Isolation: "Option B"</u>: 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.

    <u>Whole Facility: "Option C"</u>: 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.

    <u>Calibrated Simulation: "Option D"</u>: 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. **<u>Measurement & Verification Plan</u>**: 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

<table>
<tr><th>Facility</th><th>Monday to Friday</th><th>Saturday to Sunday</th></tr>
<tr><td>Farmville Town Hall</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>South Street Conference Center</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Train Station</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Fire Department</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Probation and Parole Building</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Water Treatment Plant</td><td colspan="2" rowspan="2">00:00-24:00</td></tr>
<tr><td>Water Treatment Plant - Pump Station</td></tr>
<tr><td>Public Works Facility (Town Shop)</td><td colspan="2" rowspan="2">00:00-24:00</td></tr>
<tr><td>Public Works Facility - Addition (Weld Shop)</td></tr>
<tr><td>Farmville Area Bus Facility (FAB)</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Wastewater Treatment Facility (Control & Compressor Bldg.)</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Wastewater Treatment Facility (Blower Bldg.)</td><td colspan="2">00:00-24:00</td></tr>
<tr><td>Fueling Station</td><td colspan="2">N/A</td></tr>
<tr><td>Sports Arena</td><td colspan="2">00:00-24:00</td></tr>
</table>

5. Post-Installation Operating Parameters

Table 2. Post-Installation Operating Parameters

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

*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

Solar PPA Solutions

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	**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.
M&V Approach:	**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 Utilities: Electric Fuel	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, 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)

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

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

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:

$$\frac{\text{Average Usage}}{\text{Person * Shift}} * \text{Total People} * \frac{\text{Gallons}}{\text{Usage}} * \frac{\text{Shifts}}{\text{Day}} * \frac{\text{Days}}{\text{Week}} * \frac{\text{52 Weeks}}{\text{Year}} = \frac{\text{Gallons}}{\text{Year}}$$

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:

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

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/ft^3 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:

REQUEST ADOPTION OF RESOLUTION NO. 2023-12-02 – BANK OF AMERICA FINANCING – ABM PROJECT

Mr. Pairet made a motion to adopt Resolution No. 2023-12-02 – Bank of America Financing – ABM Project, seconded by Mr. Hardy, and with a recorded vote of Council members Dwyer, Pairet, Hunter, Hardy, Amos, and Reid voting “yes”, the motion passed.

BACKGROUND: ABM Building Solutions submitted a proposal for an infrastructure modernization project with pricing valid until December 31, 2023. It was reported at the December 6, 2023 Regular Work Session that Bank of America won the bid at the amount needed for the project, and a proposed loan document was brought forward for Council’s review. The closing costs are to be paid out of pocket.

(The remainder of this page was left blank intentionally.)

RESOLUTION NO. 2023-12-02

A RESOLUTION OF THE TOWN COUNCIL, THE GOVERNING BODY OF THE TOWN OF FARMVILLE, VIRGINIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the Town of Farmville, Virginia (the *"Lessee"*), a duly organized, chartered and existing town and a political subdivision of the Commonwealth of Virginia is authorized by the laws of the Commonwealth of Virginia to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed $ 4,900,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement, including a proposed Rental Payment Schedule, (the *"Agreement"*) with Bank of America, National Association (or one of its affiliates), as lessor, (the *"Lessor"*), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Town Manager and Director of Finance of the

Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Town Manager of the Lessee is hereby authorized and directed to execute, and the Town Clerk of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the Town Clerk of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. *Other Actions Authorized*. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including, without limitation, the execution and delivery of a Final Acceptance Certificate, a Restricted Account Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. *No General Liability*. Nothing contained in this Resolution, the Agreement, any Restricted Account Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Restricted Account Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. *Appointment of Authorized Lessee Representatives*. The Town Manager and Director of Finance of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and any Restricted Account Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Restricted Account Agreement.

Section 6. *Severability*. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. *Repealer*. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. *Effective Date*. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ________ day of _________.

TOWN OF FARMVILLE, VIRGINIA,

[SEAL]

By:____________________________________
Brian R. Vincent, Mayor

ATTEST:

By:_________________________________
Mary McKay, Town Clerk

The undersigned, a duly or appointed and acting Town Clerk of the Lessee identified in the above Resolution (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on ____________, 20__. The Resolution was adopted by a majority of the Town Council, as reflected in the voting record below, is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
Brian R. Vincent, Mayor					
A.D. "Chuckie" Reid, Vice Mayor					
John Hardy					
Sallie O. Amos					
Daniel E. Dwyer					
Donald L. Hunter					
Thomas M. Pairet					
Adam Yoelin					

DATED this ____ day of December, 2023.

By: ________________________________

Mary McKay, Town Clerk

Equipment Lease/Purchase Agreement
(Restricted Account)

This Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of _________________________, and entered into by and between Bank of America, National Association, a national banking association (together with its successors, assigns and transferees, and as more particularly defined herein, *"Lessor"*), and ___________________________, a [city] [county] [school district] [special district] [body corporate and politic] existing under the laws of the State of ___________ (*"Lessee"*).

Witnesseth:

Whereas, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and,

Whereas, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement for the purposes set forth herein;

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

Article I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means $________________________. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose of acquiring and installing the Equipment.

"Acquisition Period" means the period ending five (5) business days prior to ______________________.

"Agreement" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means the date when Lessee's obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited into the Restricted Account.

"Contract Rate" means the rate identified as such in the Payment Schedule.

"Disbursement Request" means the disbursement request attached to the Restricted Account Agreement as Exhibit A and made a part thereof.

"Equipment" means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment.

"Equipment Schedule" means the Equipment Schedule attached hereto as *Exhibit A* and made a part hereof.

"Event of Default" means an Event of Default described in Section 12.01.

"Event of Non-appropriation" means the failure of Lessee's governing body to appropriate or otherwise make available funds to pay Rental Payments under this Agreement following the Original Term or then current Renewal Term sufficient for the continued performance of this Agreement by Lessee.

"Lease Term" means the Original Term and all Renewal Terms, with a final Renewal Term ending on ___________________.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, the Restricted Account Agreement and Restricted Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Outstanding Balance" means the amount that is shown for each Rental Payment Date under the column titled "Outstanding Balance" on the Payment Schedule.

"Payment Schedule" means the Payment Schedule attached hereto as *Exhibit B* and made a part hereof.

"Prepayment Price" means the amount that is shown for each Rental Payment Date under the column titled "Prepayment Price" on the Payment Schedule.

"Principal Portion" means the amount that is shown for each Rental Payment Date under the column titled "Principal Portion" on the Payment Schedule.

"Related Documents" means this Agreement and the Restricted Account Agreement, each as may be amended and supplemented.

"Renewal Terms" means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and a term coextensive with each successive fiscal year of Lessee; *provided* that the final such Renewal Term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

"Rental Payment Date" means each date on which Lessee is required to make a Rental Payment under this Agreement as specified in the Payment Schedule.

"Rental Payments" means the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay such principal component and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

"Restricted Account" means the account established and held by the Treasurer pursuant to the Restricted Account Agreement.

"Restricted Account Agreement" means the Restricted Account Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Treasurer, pursuant to which a Restricted Account is established and administered.

"*SEC*" means the U.S. Securities and Exchange Commission.

"State" means the Commonwealth of Virginia.

"Taxable Rate" means, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

"Treasurer" means the Treasurer identified in the Restricted Account Agreement, and its successors and assigns.

"Vendor" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is **[**the State**]** **[**a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State**]**, with full power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to this Agreement.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a [city] [county] [school district] [special district] [body corporate and politic] of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of this Agreement or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Restricted Account and Lessor's rights and benefits under the Related Documents.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by the Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), the Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, the Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lessor or its affiliates and the Treasurer in any portion of such EMMA Posting: address and account information of the Lessor or its affiliates and the Treasurer, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and the Treasurer; and the form of Disbursement Request that is attached to the Restricted Account Agreement.

The Lessee acknowledges and agrees that the Lessor and its affiliates are not responsible for the Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases and transfers to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01 of this Agreement. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03 hereof, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments due hereunder. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of

Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

(i) A Restricted Account Agreement substantially in the form attached hereto as *Exhibit I*, satisfactory to Lessor and executed by Lessee and the Treasurer, and a Vendor Agreement satisfactory to Lessor and executed by Lessee and the Vendor;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1*, authorizing the execution and delivery of this Agreement and the Restricted Account Agreement and performance by Lessee of its obligations under this Agreement and the Restricted Account Agreement;

(iii) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2*, completed to the satisfaction of Lessor;

(iv) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D* and otherwise satisfactory to Lessor;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02 hereof;

(vii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(viii) If Lessee has designated this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(ix) A copy of the Form 8038-G, fully completed and executed by Lessee;

(x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;

(xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b) hereof;

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 hereof, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Restricted Account Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xiv) Such other items reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing and (iii) no Event of Non-appropriation having occurred or being threatened with respect to this Agreement.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Treasurer to be held and disbursed pursuant to the Restricted Account Agreement.

Section 3.05 Evidence of Filing Form 8038-G. As soon as it is available, Lessee shall provide to Lessor evidence that it has filed the Form 8038-G for this Agreement with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it filed the Form 8038-G for this Agreement with the Internal Revenue Service.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03 of this Agreement, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in the Payment Schedule. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under this Agreement. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule, the interest on which begins to accrue as of the Commencement Date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03 of this Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05. Tax Covenants.

Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments remain unpaid, moneys on deposit in the Restricted Account shall not be used in a manner that will cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Restricted Account to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date shall be the earliest date as of which the interest component of any Rental Payment is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, *"Event of Taxability"* means the circumstance of the interest component of any Rental Payment paid or payable pursuant to this Agreement becoming includible for Federal income tax purposes in an owner's gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. Any funds not applied to Equipment Costs and remaining in the Restricted Account on the earlier of (a) the expiration of the Acquisition Period,

(b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from the Restricted Account or (c) a termination of the Restricted Account as provided in the Restricted Account Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the applicable unpaid Principal Portion of Rental Payments owing hereunder in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment to be acquired and financed hereunder, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering Disbursement Requests to the Lessor pursuant to the Restricted Account Agreement for the purpose of effecting disbursements from the Restricted Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request, Lessee shall deliver to Lessor a "Final Acceptance Certificate" in the form attached hereto as *Exhibit E*.

(b) Lessee shall deliver to Lessor together with each Disbursement Request copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Treasurer for disbursement from the Restricted Account in accordance with the Restricted Account Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the Equipment Schedule without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment; and (c) replace or rebuild any component of the Equipment that becomes permanently unfit for normal use or inoperable during the Lease Term (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term. Lessee shall promptly notify Lessor in writing when any component of the Equipment is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the Inoperable Component, a remaining useful life of no less than the remaining Lease Term and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b) of this Agreement.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02 hereof) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by

Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or 12.02 of this Agreement, as applicable. Upon payment of all amounts due and owing hereunder by Lessee in accordance with Section 10.01 hereof, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Restricted Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the *"Collateral"*). Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term. Lessor will not claim ownership of the Equipment under this Agreement for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this

Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; *Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties*. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations hereunder in accordance with Section 10.01(b) hereof.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section 8.01, the replacement equipment (the *"Replacement Equipment"*) shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations hereunder with respect to the damaged Equipment in accordance with Section 10.01(b) hereof.

For purposes of this Article VIII, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price *plus* all other amounts then owing hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price *plus* all other amounts then owing hereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02. Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor under this Agreement, including the right to receive full and timely Rental Payments and other payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment*. Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations hereunder, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the Payment Schedule (the "*Prepayment Option Commencement Date"*), on the Rental Payment Dates specified in the Payment Schedule, upon not less than thirty (30) days prior written notice, and upon payment in full of the sum of all Rental Payments then due *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in the Payment Schedule *plus* all other amounts then owing hereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due *plus* (ii) the then applicable Prepayment Price *plus* (iii) all other amounts then owing hereunder OR, (B) in the event such prepayment occurs on a date other than a Rental Payment Date, the sum of (i) the applicable Prepayment Price shown on the Payment

Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date, the earliest Prepayment Price shown on the Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date) to the date of such prepayment *plus* (iii) all other amounts then owing hereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder to Lessor.

(c) Lessor's security interests in and to the Equipment will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of the applicable Prepayment Price and all other amounts then owing hereunder in accordance with either Section 10.01(a)(i) or Section 10.01(a)(ii) of this Agreement or (ii) upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder in accordance with Section 10.01(b) of this Agreement.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Restricted Account Agreement, its security interest in the Equipment and the Restricted Account, and all proceeds therefrom (collectively, the *"Assigned Rights"*), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an *"accredited investor"* as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Assigned Rights (or interest therein), subject to each investor's right at any time to dispose of the Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Assigned Rights or the creation of any interest in the Assigned Rights in an aggregate principal component that is less than $100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising hereunder or under the Restricted Account Agreement with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Assigned Rights are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the *"Lease*

Servicer") to act on their behalf with respect to the Assigned Rights, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under this Agreement. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Assigned Rights (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a) hereof. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Restricted Account, or all rights in, to and under the Restricted Account Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. **None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Restricted Account Agreement or the Restricted Account may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.**

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within ten (10) days of the date when due as specified herein, (ii) maintain insurance as required herein, or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03 of this Agreement. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Restricted Account Agreement and apply any proceeds in the Restricted Account to the Rental Payments scheduled to be paid hereunder; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement or the Restricted Account Agreement or as a secured party in any or all of the Equipment or the Restricted Account.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided,* that only Counterpart No. 1 of this Agreement shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lessor and any affiliate thereof are arm's-length commercial transactions between the Lessee, on the one hand, and the Lessor and its affiliates, on the other hand, (ii) the Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and by the other related documents; (b) (i) the Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Lessee, or any other person and (ii) neither the Lessor nor any of its affiliates has any obligation to the Lessee with respect to the transactions contemplated by this Agreement except those obligations expressly set forth herein and in the other related documents; and (c) the Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Lessee, and neither the Lessor nor any of its affiliates has any obligation to disclose any of such interests to the Lessee. To the fullest extent permitted by law, the Lessee, hereby waives and releases any claims that it may have against the Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement.

Section 13.09. Entire Agreement. The parties agree that this Agreement constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets, solicitation documents, requests for proposals, award notices, approval letters or any other agreements or understandings between the parties.

Section 13.10 Electronic Signatures. The Related Documents may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("*PDF*")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[*Remainder of Page Intentionally Left Blank*]

[*Signature Page Follows*]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
Bank of America, National Association	______________________________
	______________________________
11333 McCormick Road	______________________________
Hunt Valley I	______________________________
M/C MD5-031-06-05	
Hunt Valley, MD 21031	
Attention: Contract Administration	Attention: ______________________
Fax No.: (443) 541-3057	Fax No.: ______________________
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
	(Seal)
	Attest:
	By: ______________________
	Name: ______________________
	Title: ______________________

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security interest or ownership herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[*Signature Page of Equipment Lease/Purchase Agreement*]

List of Exhibits

Exhibit A	Form of Equipment Schedule
Exhibit B	Form of Payment Schedule
Exhibit C-1	Form of Authorizing Resolution
Exhibit C-2	Form of Incumbency and Authorization Certificate
Exhibit D	Form of Opinion of Lessee's Counsel
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Form of Bank Qualification Certificate
Exhibit H	Form of Notice and Acknowledgement of Assignment
Exhibit I	Form of Restricted Account Agreement

EXHIBIT A

EQUIPMENT SCHEDULE

Location of Equipment:

Equipment Description (Scope of Work):

EXHIBIT B

PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price (including prepayment premium, if applicable)

Contract Rate; Taxable Rate. The Contract Rate is _________% per annum. The Taxable Rate is _________% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is _______________.

LESSOR:	LESSEE:
Bank of America, National Association	[________________________]
By: ____________________	By: ____________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Exhibit C-1

Form of Authorizing Resolution

A RESOLUTION OF THE GOVERNING BODY OF [_______], AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, [_______] (the *"Lessee"*), a [city] [county] [school district] [special district] [body corporate and politic] duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State/Commonwealth of _________, is authorized by the laws of the State/Commonwealth of _________to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed $ __________ constituting personal property necessary for the Lessee to perform essential governmental functions (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the *"Agreement"*) with Bank of America, National Association (or one of its affiliates), as lessor, (the *"Lessor"*), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the __________________ [insert title of officials]of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the __________________________ of the Lessee is hereby authorized and directed to execute, and the _________________ of the Lessee is hereby authorized and directed to attest, the Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the _________________________ of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, a Restricted Account Agreement, Disbursement Requests and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, the Restricted Account Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, the Restricted Account Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The ____________ ______________________ and ___________________________ of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and the Restricted Account Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement or the Restricted Account Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this ________ day of _________.

[_________],

as lessee

[SEAL]

By:___________________________________

Printed Name: ___________________________

Title: ________________________________

ATTEST:

By:_________________________________

Printed: Name: _______________________

Title: _______________________________

The undersigned, a duly elected or appointed and acting __________________ [Secretary] [City Clerk] [County Clerk] of the Lessee identified in the above Resolution No. ___ (the *"Resolution"*), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on ____________, 20__. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this ____ day of ____________, 20__.

____

Name:__________________________________

Title:__________________________________

EXHIBIT C-2

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting __________________ [Secretary] [City Clerk] [County Clerk] of _______________________________ (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of ____________________ by and between Lessee and Bank of America, National Association ("*Lessor*"), the Restricted Account Agreement dated as of __________________ by and among Lessor, Lessee and _________________, as Treasurer, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *"Operative Agreements"*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________

Dated: ______________________________

By: ______________________________

Name: ______________________________

Title: ______________________________

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

[Closing Date]

Bank of America, National Association
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of ____________________, by and between Bank of America, National Association, as Lessor, and __________________________, as Lessee

Ladies and Gentlemen:

As legal counsel to ________________ (*"Lessee"*), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement, dated as of ____________________, and Exhibits thereto by and between Bank of America, National Association (*"Lessor"*) and Lessee (the *"Agreement"*), which, among other things, provides for the lease of certain property (the *"Equipment"*) and a certain Restricted Account Agreement dated as of ____________________ by and among Lessor, Lessee, and ______________________________________ as Treasurer (the *"Restricted Account Agreement"*), (b) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Restricted Account Agreement and documents related thereto and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Restricted Account Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment, the Restricted Account or other Collateral thereunder.

6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of _______________ personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the Federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of __________________, by and between Bank of America, National Association, as Lessor, and _________________________, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof.

6. No Material Adverse Change has occurred since the date of the execution and delivery of the Agreement.

7. No Event of Non-appropriation has occurred or been threatened.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: ______________________________

LESSEE:

____

By: ______________________________

Name: ______________________________

Title: ______________________________

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Bank of America, National Association
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Lease/Purchase Agreement, dated as of _________________, (the *"Agreement"*) by and between Bank of America, National Association, as Lessor, and ________________________, as Lessee

In connection with the above-referenced Agreement, ____________________________ (the *"Lessee"*) hereby warrants and represents to Bank of America, National Association the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. The Lessee is self-insured for damage or destruction to the Equipment. The dollar amount limit for property damage to the Equipment under such self-insurance program is $_________________. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $__________________.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_________________. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_________________.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_________________. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $__________________.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____________________________. Amounts payable for claims from such sources are limited as follows: ____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

____

By: ____________________________________

Name: __________________________________

Title: ___________________________________

EXHIBIT G

FORM OF BANK QUALIFICATION CERTIFICATE

The undersigned, a duly authorized official of ________________________________ (the *"Lessee"*) certifies in connection with the Equipment Lease/Purchase Agreement dated as of ____________________ (the "*Agreement*") by and between Bank of America, National Association and Lessee as follows:

1. The obligations evidenced by the Agreement are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the *"Code"*);

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Agreement as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed $10,000,000; and

4. Not more than $10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

LESSEE:

DATE: ____________________

____

By: ________________________________

Name: ________________________________

Title: ________________________________

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED ____________________

BANK OF AMERICA, NATIONAL ASSOCIATION (*"Assignor"*) hereby gives notice that it has assigned and sold to _________________________ (*"Assignee"*) all of Assignor's right, title and interest in, to and under the Equipment Lease/Purchase Agreement dated as of ____________________ (the *"Agreement"*), by and between Assignor and _________________________ (*"Lessee"*), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Agreement, all of Assignor's right, title and interest in the Equipment (as defined in the Agreement), and all of Assignor's right, title and interest in, to and under the Restricted Account Agreement dated as of ____________(the *"Restricted Account Agreement"*) by and among Lessee, Assignor and _________________, as Treasurer, together with the Restricted Account related thereto (collectively, the "*Assigned Property*"). Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Agreement and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Agreement, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Notice and Acknowledgment of Assignment (this *"Acknowledgement"*), the following information about the Agreement is true, accurate and complete:

Number of Rental Payments Remaining	________________
Amount of Each Rental Payment	$_______________
Total Amount of Rental Payments Remaining	$_______________
Frequency of Rental Payments	________________

Next Rental Payment Due ________________

Funds Remaining in Restricted Account $_______________

4. The Agreement remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Agreement and any requests for disbursements from the Restricted Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

____

____

____

ACKNOWLEDGED AND AGREED:

LESSEE: ______________________________

By: ___________________________________

Name: ____________________________

Title: _____________________________

ASSIGNOR: BANK OF AMERICA, NATIONAL ASSOCIATION

By: ___________________________________

Name: ____________________________

Title: _____________________________

EXHIBIT I

RESTRICTED ACCOUNT AGREEMENT

RESTRICTED ACCOUNT AGREEMENT

[Date]

TO: Bank of America, National Association
11333 McCormick Road
Hunt Valley II
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Ladies and Gentlemen:

Bank of America, National Association ("*Lessor*") and ____________________ ("*Lessee*") are entering into that certain Equipment Lease/Purchase Agreement dated as of ____________________ by and between Lessor and Lessee (hereinafter referred to as the "*Lease*"). Pursuant to the Lease, Lessor agrees, among other things, to fund certain sums for the purpose of financing Lessee's purchase of certain Equipment. In order to induce Lessor to enter into the Lease and fund the amounts contemplated under the Lease, and as a condition for Lessor's entering into the Lease and funding such amounts, Lessor has requested that Lessee execute this letter agreement (the "*Restricted Account Agreement*"). For purposes of this Restricted Account Agreement, "*Treasurer*" means the __________________, as the fiscal agent charged under the laws of the Commonwealth of Virginia with the responsibility for the receipt, custody and disbursement of the funds of Lessee. All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein.

With reference to the foregoing facts, the parties agree as follows:

1. The Treasurer shall establish for the benefit of Lessee an account entitled the "___________________________________" (the "**Restricted Account**") to serve as the acquisition account for this equipment lease financing under the Lease. The Treasurer shall do this, and shall provide satisfactory evidence of the establishment of the Restricted Account to Lessor, on or before the funding of the amounts contemplated under the Lease. Withdrawals and disbursements from the Restricted Account may be made only in accordance with paragraphs 3 and 4 of this Restricted Account Agreement and the Lease. Lessee shall bear all costs to administer the Restricted Account.

2. The Treasurer shall place in the Restricted Account all amounts that Lessor funds under the Lease. The Restricted Account shall be terminated at the earliest of (i) the final distribution of amounts in the Restricted Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Upon termination of the Restricted Account, any funds remaining in the Restricted Account shall be distributed by the Treasurer to the Lessor in order for the Lessor to apply such funds to amounts

owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

3. The Treasurer may withdraw cash from the Account only (a) upon receipt by Lessee and the Treasurer of a disbursement request in the form of Exhibit A that is attached hereto (the "**Disbursement Request**"), signed by Lessor and in the amount specified in such Disbursement Request; or (b) as set forth in Section 2 above. No further consent or direction from Lessee is needed for disbursement under the Restricted Account.

4. The Treasurer may invest sums held in the Restricted Account in such investments as shall comply with all federal, state and local laws, regulations and ordinances governing investment of such funds by Lessee. Accordingly, the Lessor shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys in the Restricted Account, and Lessee agrees to and does hereby release the Lessor from any such liability, cost, expenses, loss or claim. The Treasurer shall maintain [his][her] records so as to reflect the security interest of Lessor in and to such investments or portion thereof. All interest and proceeds on such investments will accrue to Lessee's benefit as Lessee's full compensation for its duties hereunder, subject to the security interest granted herein by Lessee to Lessor.

5. By signing below on Lessee's behalf, the Treasurer also accepts the obligations imposed on [him][her] under this Agreement. The Treasurer shall receive, hold, and disburse cash from the Restricted Account for the benefit of Lessor and Lessee in accordance with the terms of this Agreement and the Lease. Within 30 days after the end of each calendar quarter, and on any other day that Lessor may reasonably request, the Treasurer shall deliver to Lessor a statement in reasonable detail showing, as of the date of the statement, (a) the amount of cash held in the Restricted Account; (b) the amount of interest earned on the amounts in the Restricted Account; (c) the investments made from the cash in the Restricted Account and the dividends, interest, and profits thereon; and (d) the payee of all amounts disbursed from the Restricted Account.

6. This Agreement and the security interest in the Collateral granted to Lessor under this Agreement (see paragraph 7 below) secure the prompt payment and performance of Lessee's obligations under the Lease and this Agreement (the "**Obligations**").

7. Lessee pledges and grants to Lessor a first priority and exclusive security interest in and to the Restricted Account, all sums contained in the Restricted Account, any investment of funds in the Restricted Account, and all products and proceeds from those investments (collectively, the "**Collateral**") as additional security for the Obligations. In addition to Lessor's other rights and remedies under this Agreement, the Lease, and applicable law, and to the extent allowed by law, (a) Lessee grants Lessor all rights and remedies relating to the Collateral of a secured party under the Uniform Commercial Code as in effect on the date hereof in the Commonwealth of Virginia (the "**UCC**"); (b) Lessee shall execute and deliver, concurrently with the execution and delivery of this Agreement, one or more UCC-1 Financing Statements reflecting Lessor's security interest in the Collateral under this Agreement; and (c) no application of all or any part of the cash from the Restricted Account, pursuant to this Agreement or the Lease, will in any way release, satisfy, or discharge any of the unpaid balance of Obligations, except to the extent applied to the Obligations by Lessor. This Agreement constitutes notice to Lessee and the Treasurer of Lessor's security interest in the Collateral under the UCC. No delay or omission by Lessor in exercising any of its rights or remedies waives or impairs any of Lessor's rights or remedies under this Agreement or the Lease.

8. Lessee shall cooperate with Lessor and shall execute and deliver, or cause to be executed and delivered, all financing statements, payment notices and other documents and instruments. Lessee shall take such other lawful action as Lessor reasonably requests from time to

time to accomplish and satisfy the provisions and purposes of this Agreement.

9. All notices, requests, and demands to be made hereunder to the parties must be made in the manner set forth in, and, in the case of Lessor and Lessee, must be directed to the addresses set forth in, the Lease. All notices to be sent to the Treasurer must be sent to the following address:

Treasurer

____
____
Attn: ______________

10. No change, waiver, release, discharge, withdrawal, revocation, or termination of this Agreement is effective and enforceable unless evidenced by written a document signed by the party against which enforcement of the change, waiver, discharge, withdrawal, revocation, or termination is sought, and then only to the extent specifically provided in that document.

11. This Agreement is governed by, and is to be construed in accordance with, the laws of the Commonwealth of Virginia.

12. The rights and remedies under this Agreement are limited to the extent necessary to avoid invalidation or to make this Agreement legal and enforceable. If any provision of this Agreement is invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement will not be affected, prejudiced, or disturbed by the partial invalidity, illegality, or unenforceability.

13. Lessee shall not assign any right or duty with respect to the Restricted Account, this Agreement, or any funds in the Restricted Account without Lessor's prior written consent. Lessor may assign its security interest granted in this Agreement to any assignee permitted under Section 11.01 of the Lease.

If the foregoing is acceptable, please execute below where indicated.

Very truly yours,

By: ________________________________
Name: ______________
Title: _______________

AGREED AND ACCEPTED:
Treasurer

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

BANK OF AMERICA, NATIONAL ASSOCIATION

By: ______________________________
Name:
Title: ______________________________

EXHIBIT A
(to Restricted Account Agreement)

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of __________________________ by and between Bank of America, National Association, as Lessor, and ___________________, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Restricted Account Agreement, dated as of ___________________________ (the “Restricted Account Agreement”) by and among Bank of America, National Association (“Lessor”), ______________________ (“Lessee”) and Treasurer of the ____________________, (the “Treasurer”), the undersigned hereby requests the Treasurer pay the following persons the following amounts from the Restricted Account created under the Restricted Account Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	< invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Restricted Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as authorized representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the "Payee Information") is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee's verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

Dated: ______________________________

____

By: ______________________________
Name: ______________________________
Title:

____

Disbursement of funds from the Restricted Account in accordance with the foregoing Disbursement Request hereby is authorized

BANK OF AMERICA, NATIONAL ASSOCIATION
as Lessor under the Lease

By: ______________________________
Name:
Title:

Lease Proceeds	**4,896,000.00**
Interest Rate	**4.695%**
Closing/Funding Date (est.)	**12/27/23**
Average Life	**9.210**

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
0		12/27/2023	4,896,000.00				4,896,000.00	
1	1	7/1/2024		117,487.68	117,487.68	0.00	4,896,000.00	4,993,920.00
2	1	1/1/2025		114,933.60	114,933.60	0.00	4,896,000.00	4,993,920.00
3	2	7/1/2025		114,933.60	114,933.60	0.00	4,896,000.00	4,993,920.00
4	2	1/1/2026		246,933.60	114,933.60	132,000.00	4,764,000.00	4,859,280.00
5	3	7/1/2026		246,834.90	111,834.90	135,000.00	4,629,000.00	4,721,580.00
6	3	1/1/2027		246,665.78	108,665.78	138,000.00	4,491,000.00	4,580,820.00
7	4	7/1/2027		247,426.23	105,426.23	142,000.00	4,349,000.00	4,435,980.00
8	4	1/1/2028		247,092.78	102,092.78	145,000.00	4,204,000.00	4,288,080.00
9	5	7/1/2028		246,688.90	98,688.90	148,000.00	4,056,000.00	4,137,120.00
10	5	1/1/2029		247,214.60	95,214.60	152,000.00	3,904,000.00	3,982,080.00
11	6	7/1/2029		246,646.40	91,646.40	155,000.00	3,749,000.00	3,823,980.00
12	6	1/1/2030		247,007.78	88,007.78	159,000.00	3,590,000.00	3,661,800.00
13	7	7/1/2030		247,275.25	84,275.25	163,000.00	3,427,000.00	3,495,540.00
14	7	1/1/2031		246,448.83	80,448.83	166,000.00	3,261,000.00	3,326,220.00
15	8	7/1/2031		246,551.98	76,551.98	170,000.00	3,091,000.00	3,152,820.00
16	8	1/1/2032		246,561.23	72,561.23	174,000.00	2,917,000.00	2,975,340.00
17	9	7/1/2032		246,476.58	68,476.58	178,000.00	2,739,000.00	2,793,780.00
18	9	1/1/2033		247,298.03	64,298.03	183,000.00	2,556,000.00	2,607,120.00
19	10	7/1/2033		247,002.10	60,002.10	187,000.00	2,369,000.00	2,416,380.00
20	10	1/1/2034		246,612.28	55,612.28	191,000.00	2,178,000.00	2,221,560.00
21	11	7/1/2034		247,128.55	51,128.55	196,000.00	1,982,000.00	2,021,640.00
22	11	1/1/2035		246,527.45	46,527.45	200,000.00	1,782,000.00	1,817,640.00
23	12	7/1/2035		246,832.45	41,832.45	205,000.00	1,577,000.00	1,608,540.00
24	12	1/1/2036		247,020.08	37,020.08	210,000.00	1,367,000.00	1,394,340.00
25	13	7/1/2036		247,090.33	32,090.33	215,000.00	1,152,000.00	1,175,040.00
26	13	1/1/2037		247,043.20	27,043.20	220,000.00	932,000.00	950,640.00
27	14	7/1/2037		246,878.70	21,878.70	225,000.00	707,000.00	721,140.00
28	14	1/1/2038		246,596.83	16,596.83	230,000.00	477,000.00	486,540.00
29	15	7/1/2038		247,197.58	11,197.58	236,000.00	241,000.00	245,820.00
30	15	1/1/2039		246,657.48	5,657.48	241,000.00	-	-
			4,896,000.00	**7,013,064.78**	**2,117,064.78**	**4,896,000.00**		

REQUEST AUTHORIZATION TO ADVERTISE 2024 TOWN COUNCIL MEETING DATES

Mr. Hunter made a motion to authorize the advertisement of the 2024 Town Council Meeting Dates, seconded by Mr. Pairet, and with a recorded vote of Council members Pairet, Hunter, Hardy, Amos, Reid, and Dwyer voting "yes", the motion passed.

Farmville Town Council
Meeting Dates

Farmville Town Council will hold their regular monthly Council meetings for 2024 on the following dates:

January 10, 2024

February 14, 2024

March 13, 2024

April 10, 2024

May 8, 2024

June 12, 2024

July 10, 2024

August 14, 2024

September 11, 2024

October 9, 2024

November 13, 2024

December 11, 2024

Council meetings are held in the Council Chamber on the second floor of the Town Hall, at 116 North Main Street, Farmville, Virginia, at 7:00 PM, unless otherwise scheduled.

Council work sessions are held the first Wednesday of each month in the Council Chamber of the Town Hall at 6:00 PM – Town Hall address listed above.

This list does not include any special meetings which may be called from time to time.

To verify meeting dates, contact the Clerk of Council.

Mary H. McKay – Clerk of Council

TOWN MANAGER'S REPORT

Town Manager Davis reported on the following updates:

- There is a minor schedule delay with the Splash Pad installation due to the weather not being favorable to pour concrete.
- Prince Edward County has been working with CTA Consultants on improvements with the radio coverage for the Sheriff's office and possibly including the fire departments. Information will be brought forward for discussion probably in February 2024, on costs to include the Farmville Fire Department and upgrade to a trunking system. Mr. Hunter asked if a backup plan will be considered. Dr. Davis mentioned that the Prince Edward County Emergency Coordinator could possibly provide a presentation and answer the question concerning a backup system.
- Reminder of Employee Luncheon on Thursday, December 14, 2023, at the Fireman's Sports Arena, 11:30 AM - 2:00 PM.

COMMENTS BY MAYOR AND TOWN COUNCIL

- Mr. Dwyer provided comments on the Farmville Rotary Club's work with the Salvation Army and noted that club members will be ringing the Salvation Army bell at Wal-Mart on Saturday, December 16, 2023, 9:00 AM-7:00 PM. He noted that 90% of the money collected in the kettle stays in this community.
- Mr. Reid reminded everyone of the street dedication for Reverend J. Samuel Williams on Friday, December 15, 2023, 2:00 PM, at the corner of Watkins and Redford. Watkins Street has been renamed to Williams Way.
- Mrs. Amos commented on the wonderful job by the Farmville Jaycees with the recent Christmas parade.

Each Council member offered Merry Christmas wishes to all.

Mayor Vincent provided his monthly activities report:

- He and Mr. Reid attended the National League of Cities Summit in November 2023, and reported on the great learning experience with elected officials from across the country.
- Attended a roundtable discussion with the current administration from the Governor's office and some others to discuss the creation of a Virginia Outdoor Business Alliance.
- The Virginia Municipal League (VML) Executive Board recently held a meeting in Farmville. As VML President, Mr. Reid presided over the meeting, and board members

had the opportunity to tour Longwood University's Joan Perry Brock Center and the Moton Museum.

- The nighttime Christmas Parade hosted by the Farmville Jaycees appeared to be a huge success.
- Thank you expressed to the Farmville Downtown Partnership and the Chamber of Commerce for their collaborative efforts with the Town of Farmville on the Holiday Tree Lighting Event.
- Congratulations expressed to Ashley Atkins-Austin on her promotion to Community Development Director.
- Holiday sentiments were expressed to everyone with a comment made on the honor it is to work with each Council member and that their efforts are appreciated.

CLOSED SESSION – 2.2-3711(A)(1) DISCUSSION OF PERFORMANCE OF THE CLERK OF COUNCIL

On motion by Mr. Hardy, seconded by Mr. Hunter, and with Council members Reid, Dwyer, Pairet, Hunter, Hardy and Amos voting "yes", Council went into closed session under **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.

VOTE: Six "ayes", No "noes"

MOTION: Hardy SECOND: Hunter

AYES: Dwyer, Pairet, Hunter, Hardy, Amos, and Reid

NOES: None
ABSENT DURING VOTE: Yoelin
ABSENT DURING MEETING: Yoelin

____
Clerk of Council

SALARY INCREASE FOR CLERK OF COUNCIL

Mr. Pairet made a motion in lieu of the performance of the Clerk of Council that her salary be increased by 3%, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Hardy, Amos, Reid, Dwyer and Pairet voting "yes", the motion passed.

There being no other business and on a motion by Mr. Hunter, seconded by Mr. Pairet, with all in favor stating “aye”, the meeting adjourned at 7:47 PM.

APPROVED:	ATTEST:
______________________________	______________________________
Brian R. Vincent, Mayor	Mary H. McKay, Clerk of Council

Town of Farmville

Agenda Item Summary

MEETING DATE: January 10, 2024

ITEM NUMBER: 11.a. – December 2023 Finance Report

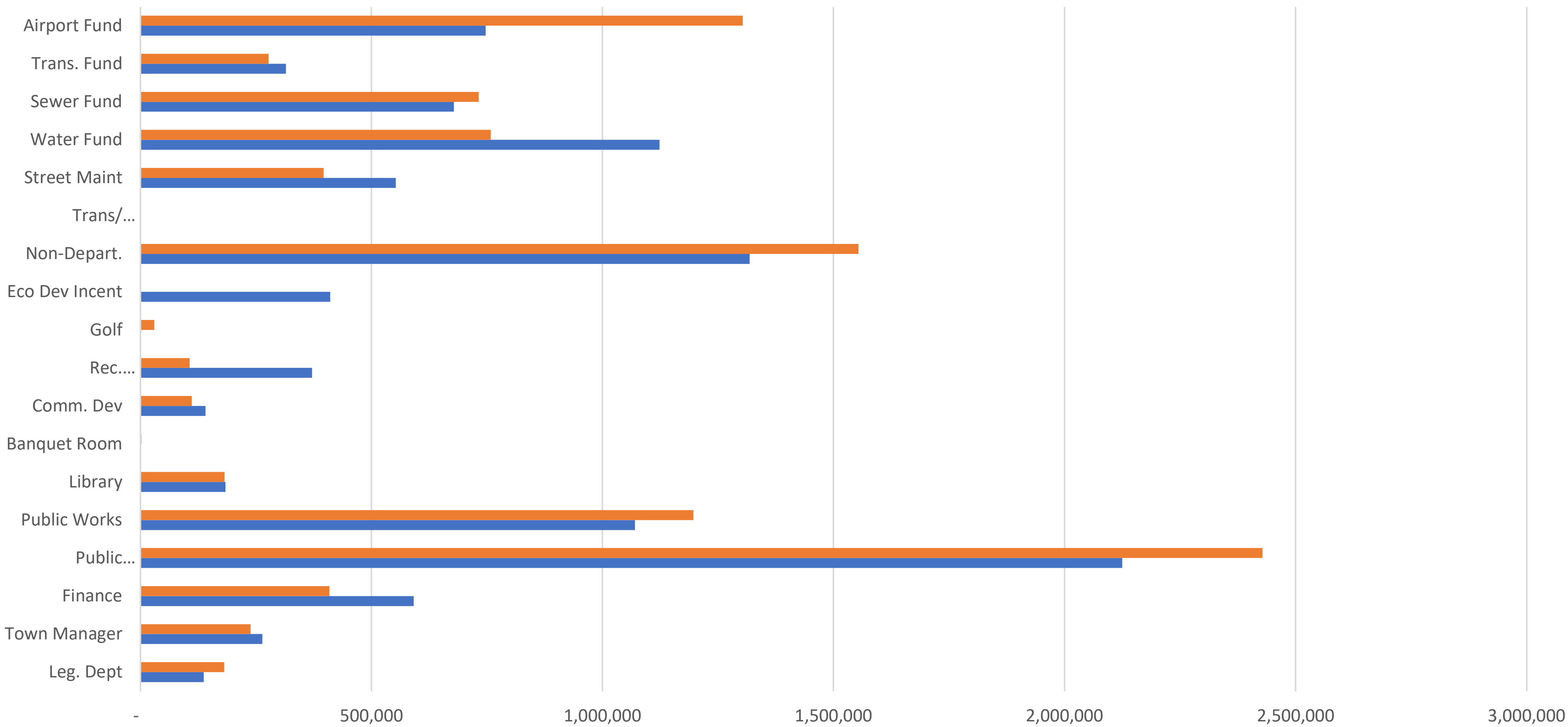
BACKGROUND: Finance Director Julie Moore will provide a verbal report.

RECOMMENDATION: Accept the Finance Report as presented.

FISCAL IMPACT:

ATTACHMENTS:
1. Department Expenses - Actual Vs PY
2. Department Expenses - Budget Vs Actual
3. Expenses All Funds - Actual Vs PY
4. Expenses All Funds - Budget Vs Actual
5. GF Revenue - Actual Vs PY
6. GF Revenue - Budget Vs Actual
7. Revenue All Funds - Actual Vs PY
8. Revenue All Funds - Budget Vs Actual
9. Revenue Report - November 2023
10. Salary Report - November 2023
11. November 2023 Checks
12. Var Revenue-Dec-Chart
13. Finance Report - December 2023
14. Rescue Squad-Dec 2023
15. Rescue Squad YTD-Dec 2023

Current Year Expenses Vs. Prior Year Expenses - November 2023



	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	181,283	238,594	409,070	2,428,442	1,196,492	182,075	2,324	111,192	106,625	30,211	-	1,554,119	-	396,605	758,292	732,053	277,185	1,303,785
FY24 Expense	137,119	264,317	591,424	2,124,600	1,070,269	184,441		141,162	371,425		410,654	1,318,735	-	552,634	1,123,384	678,498	314,906	747,114

FY23 Expense FY24 Expense

Notes on comparisons:

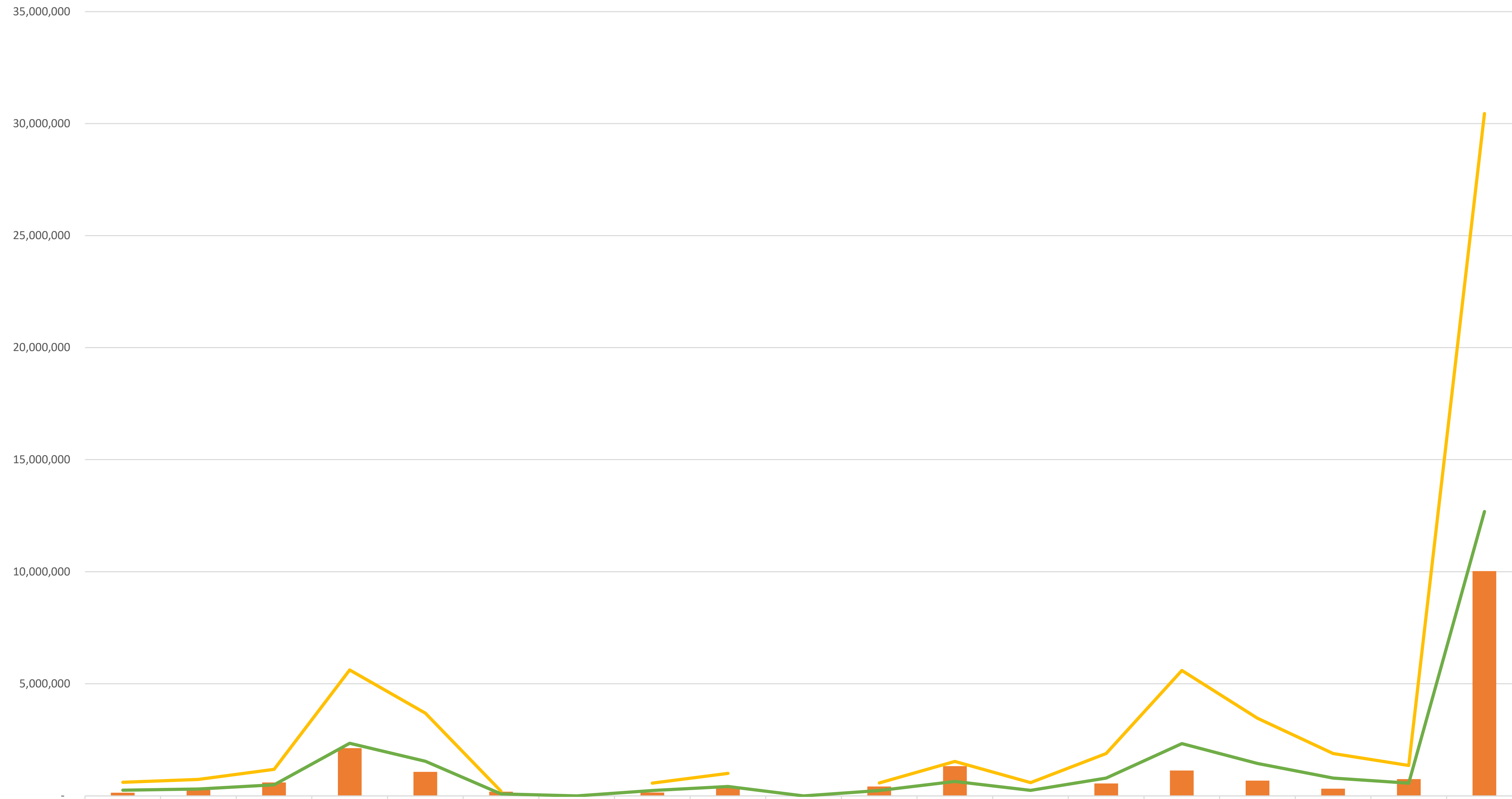
Finance: The current year's expenses rise due to the purchase of OpenGov software, which was invoiced in July 2023, along with the Audit invoice being paid in November of this year, whereas it was paid in December of the prior year.

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 increase in expenses is related to ARPA purchases.

November 2023 - YTD Expenses Vs. 12 Month Budget and 5 Month Budget



	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	137,119	264,317	591,424	2,124,600	1,070,269	184,441		141,162	371,425		410,654	1,318,735	-	552,634	1,123,384	678,498	314,906	747,114	10,030,682
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
5 Mo. Budget	251,368	303,465	492,086	2,339,241	1,536,520	85,404	-	236,087	415,601	-	237,501	638,792	244,388	786,917	2,328,769	1,442,888	786,212	563,990	12,689,229

FY24 Expense 12 Mo. Budget 5 Mo. Budget

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.

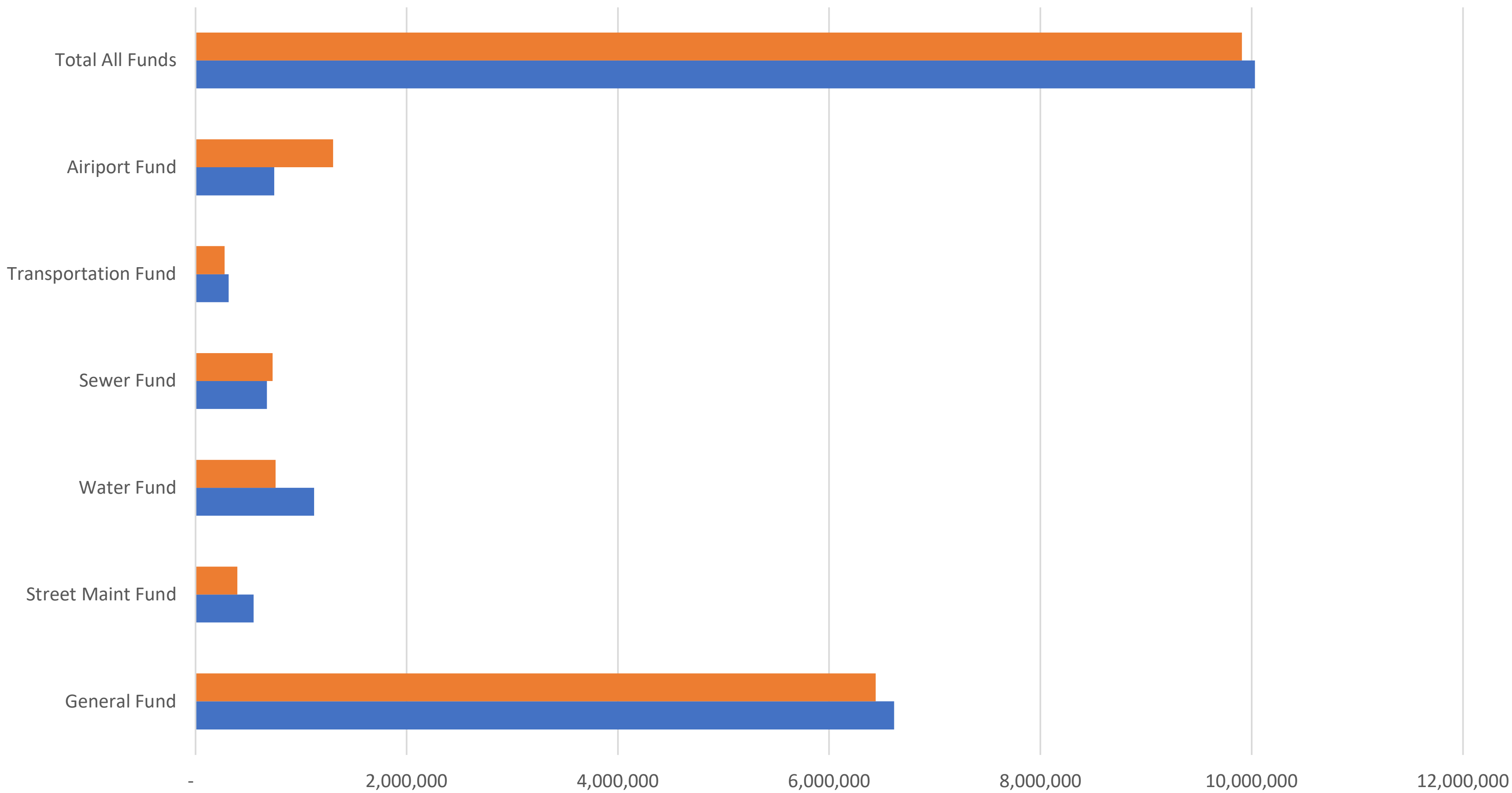
Library: An annual allocation of $180,000 for FY24 has been made. The budget assumes a uniform monthly expenditure.

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.

Fund Total Expenses Current Year Vs. Prior Year - November 2023



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
PY Expenses	6,440,427	396,605	758,292	732,053	277,185	1,303,785	9,908,347
CY Expense	6,614,146	552,634	1,123,384	678,498	314,906	747,114	10,030,682

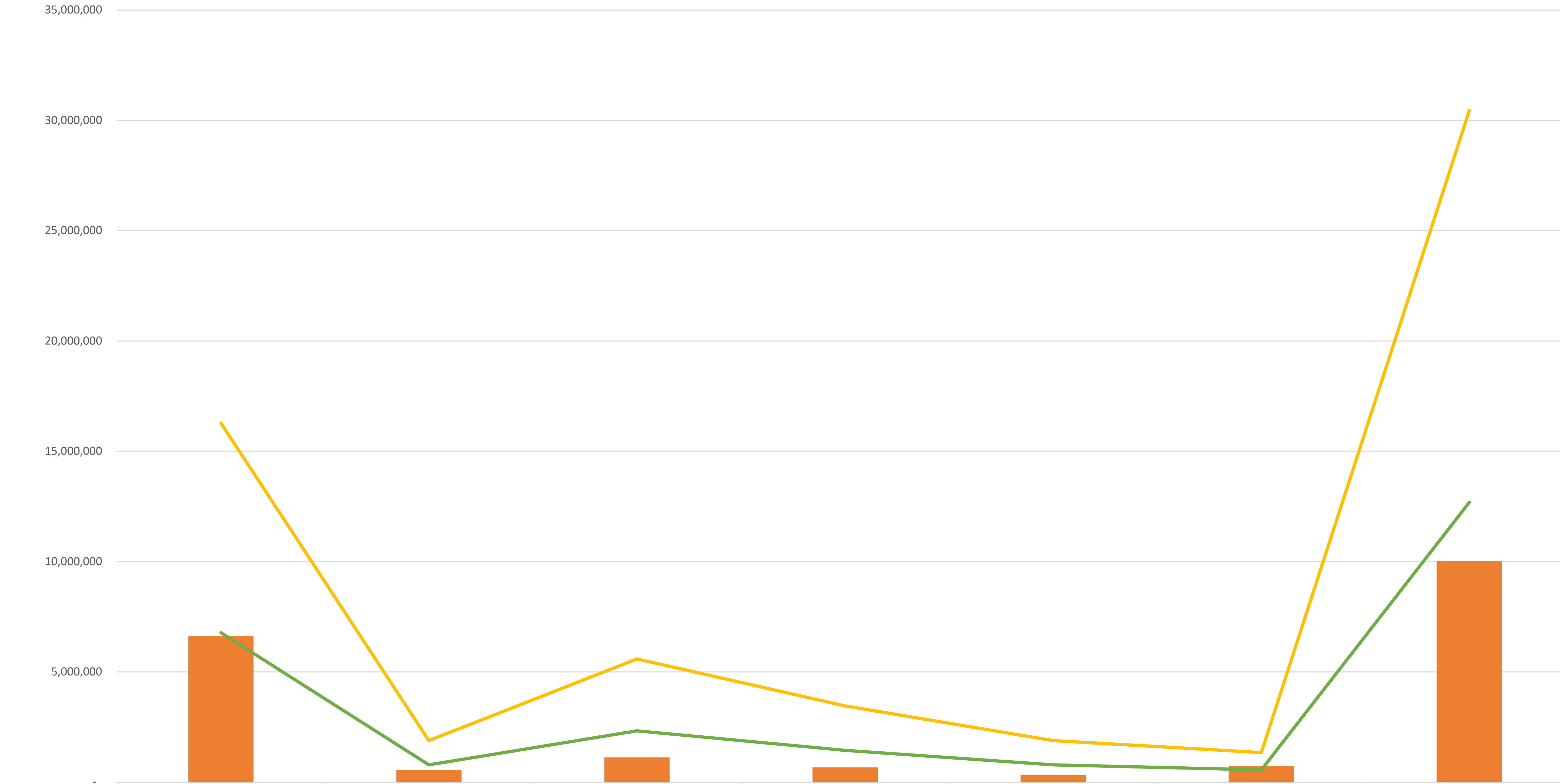
PY Expenses CY Expense

Notes on comparisons:

General Fund: The increase in expenses is due to the ARPA purchase – Splashpad in the current year.

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

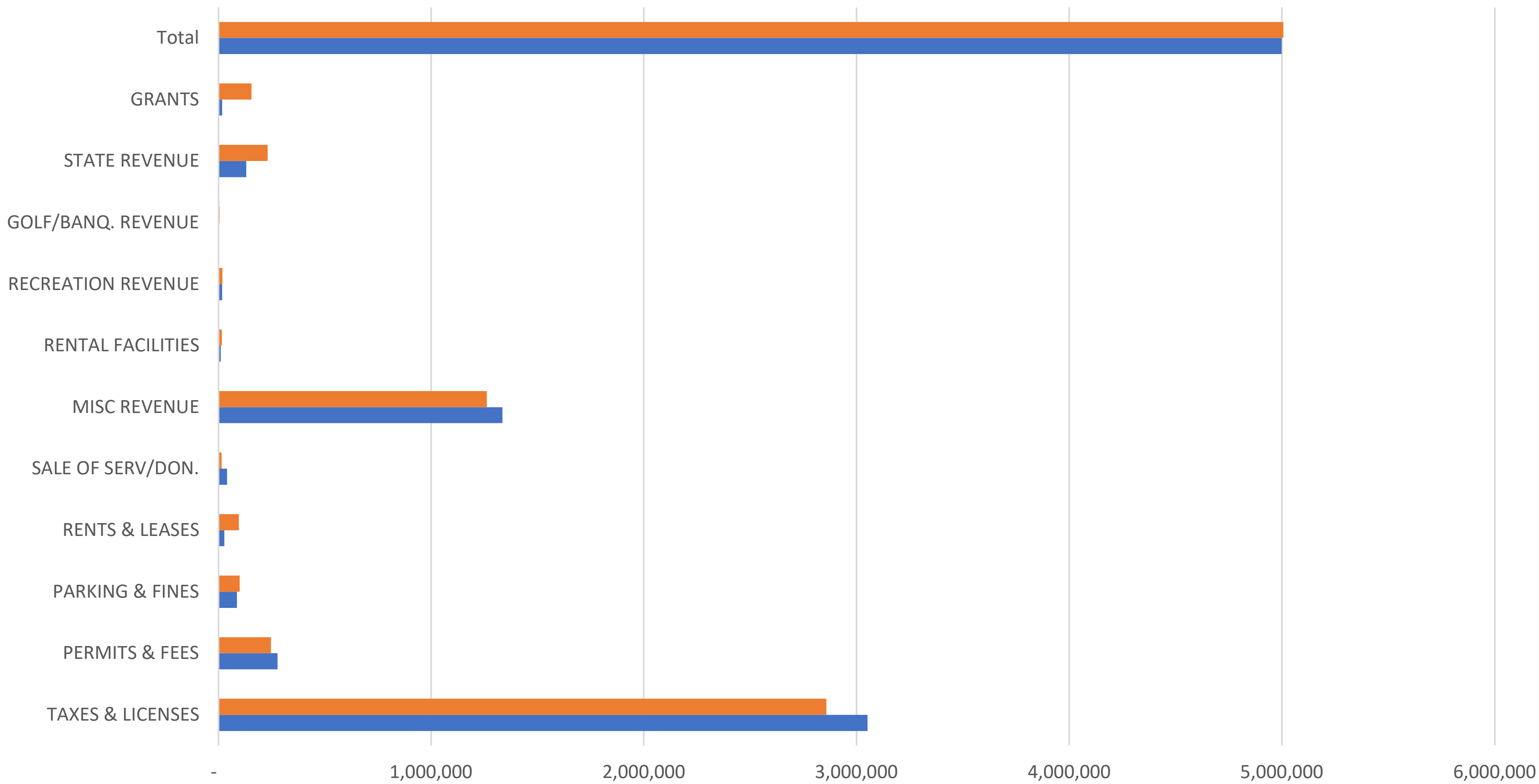
November 2023 Actual Vs 12 Month Budget and 5 Month Budget



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
CY Expense	6,614,146	552,634	1,123,384	678,498	314,906	747,114	10,030,682
12 Mo. Budget	16,273,089	1,888,600	5,589,046	3,462,932	1,886,908	1,353,575	30,454,150
5 Mo. Budget	6,780,454	786,917	2,328,769	1,442,888	786,212	563,990	12,689,229

CY Expense 12 Mo. Budget 5 Mo. Budget

GENERAL FUND REVENUE - NOVEMBER 2023 COMPARED TO NOVEMBER 2022



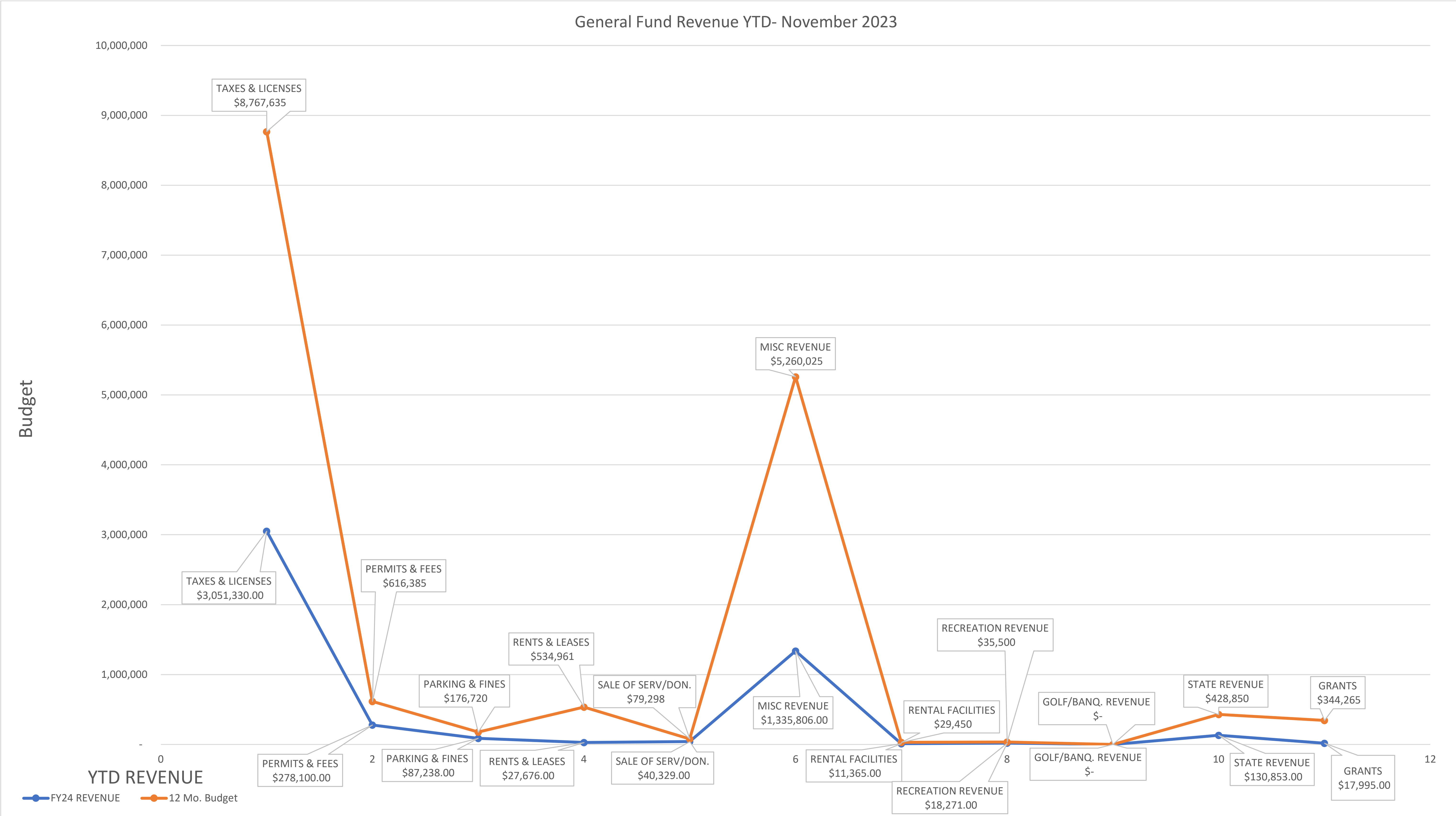
	TAXES & LICENSES	PERMITS & FEES	PARKING & FINES	RENTS & LEASES	SALE OF SERV/DON.	MISC REVENUE	RENTAL FACILITIES	RECREATION REVENUE	GOLF/BANQ. REVENUE	STATE REVENUE	GRANTS	Total
FY23 REVENUE	2,858,130	247,205	100,633	96,856	14,919	1,261,567	15,849	18,626	6,014	231,289	155,585	5,006,673
FY24 REVENUE	3,051,330	278,100	87,238	27,676	40,329	1,335,806	11,365	18,271	-	130,853	17,995	4,998,963

FY23 REVENUE FY24 REVENUE

Notes on comparisons:

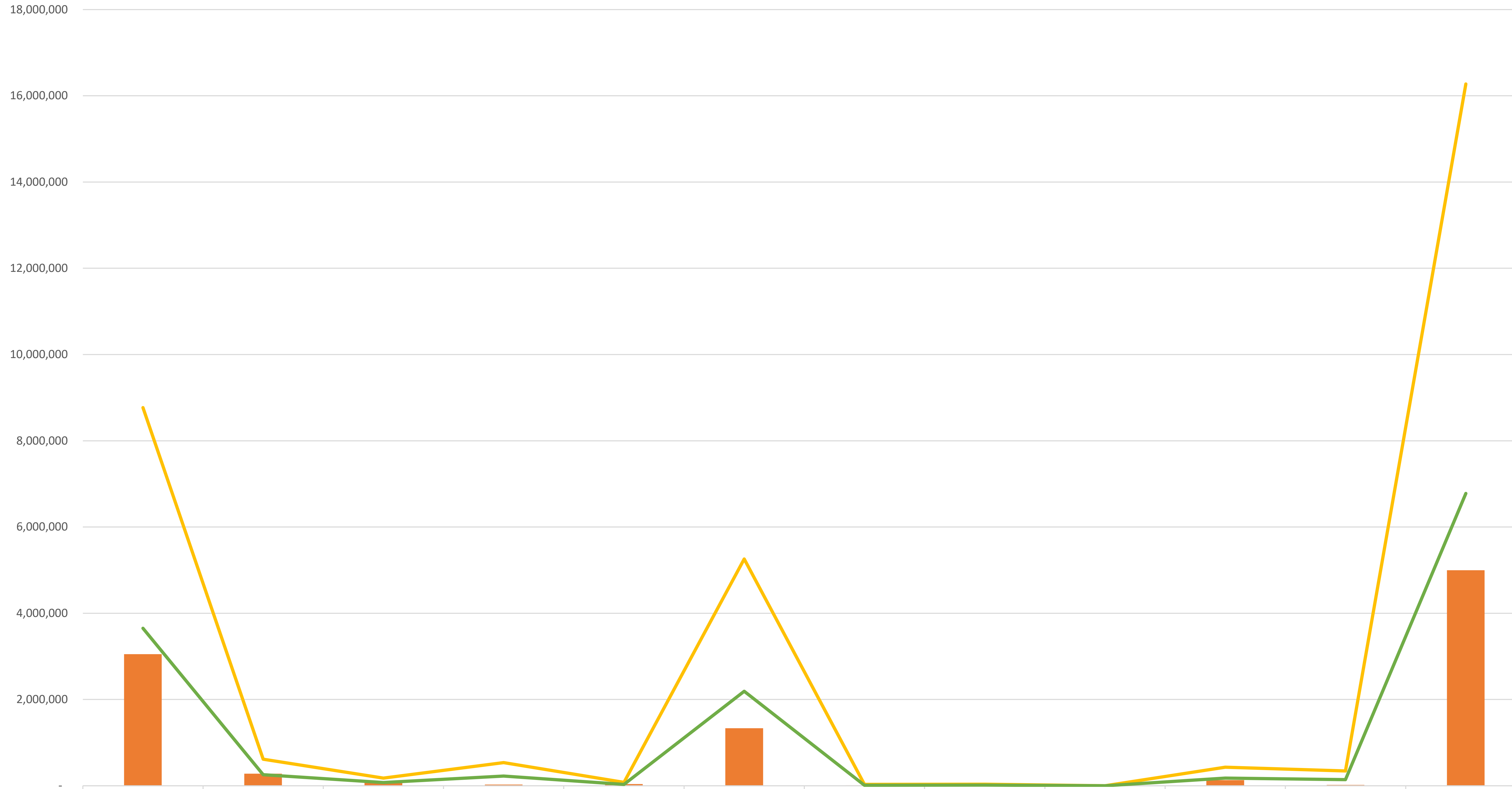
Rents and Leases: In the previous year, we received lease proceeds for one of the police cars; however, no cars have been received yet in the current year.

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



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

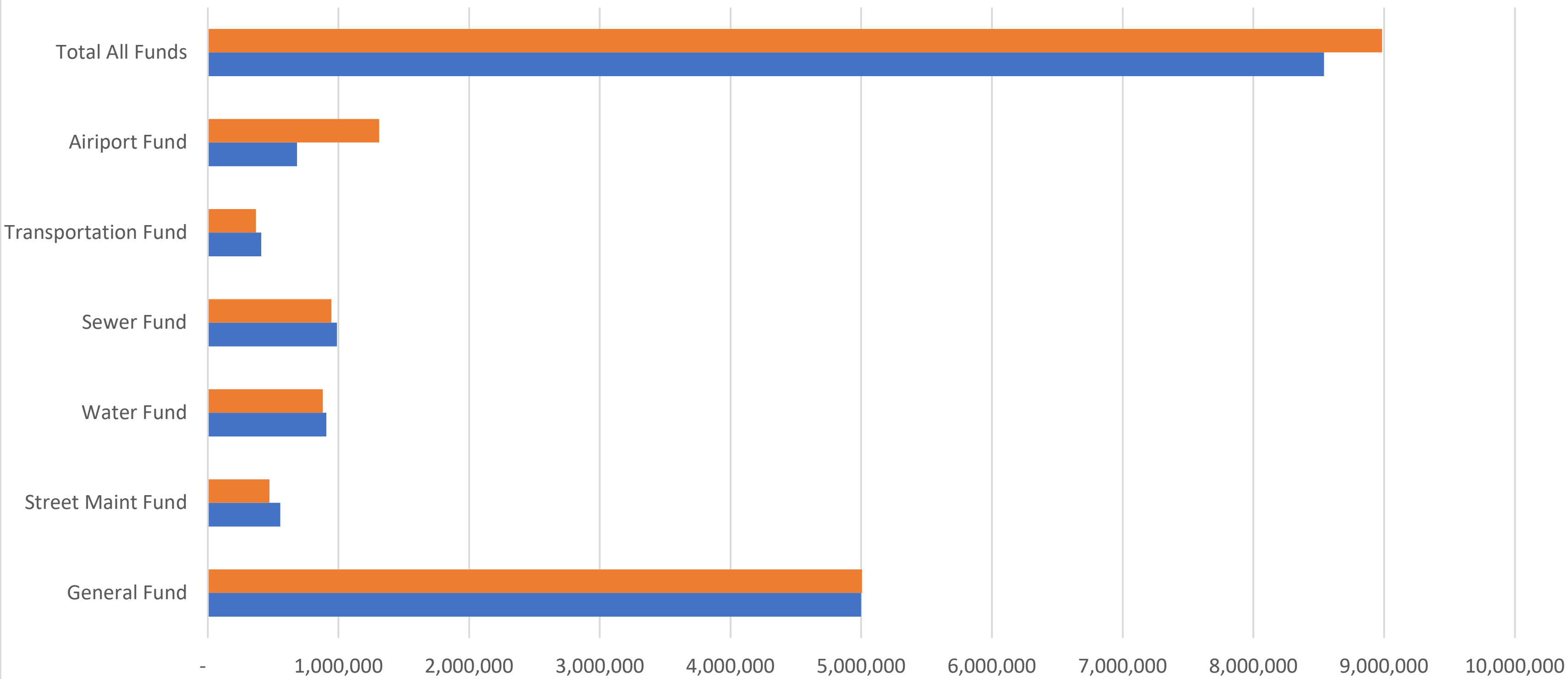
November 2023 General Fund - YTD Revenue Vs. 12 Month Budget and 5 Month Budget



	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	3,051,330	278,100	87,238	27,676	40,329	1,335,806	11,365	18,271	-	130,853	17,995	4,998,963
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
5 Mo. Budget	3,653,181	256,827	73,633	222,900	33,041	2,191,677	12,271	14,792	-	178,688	143,444	6,780,454

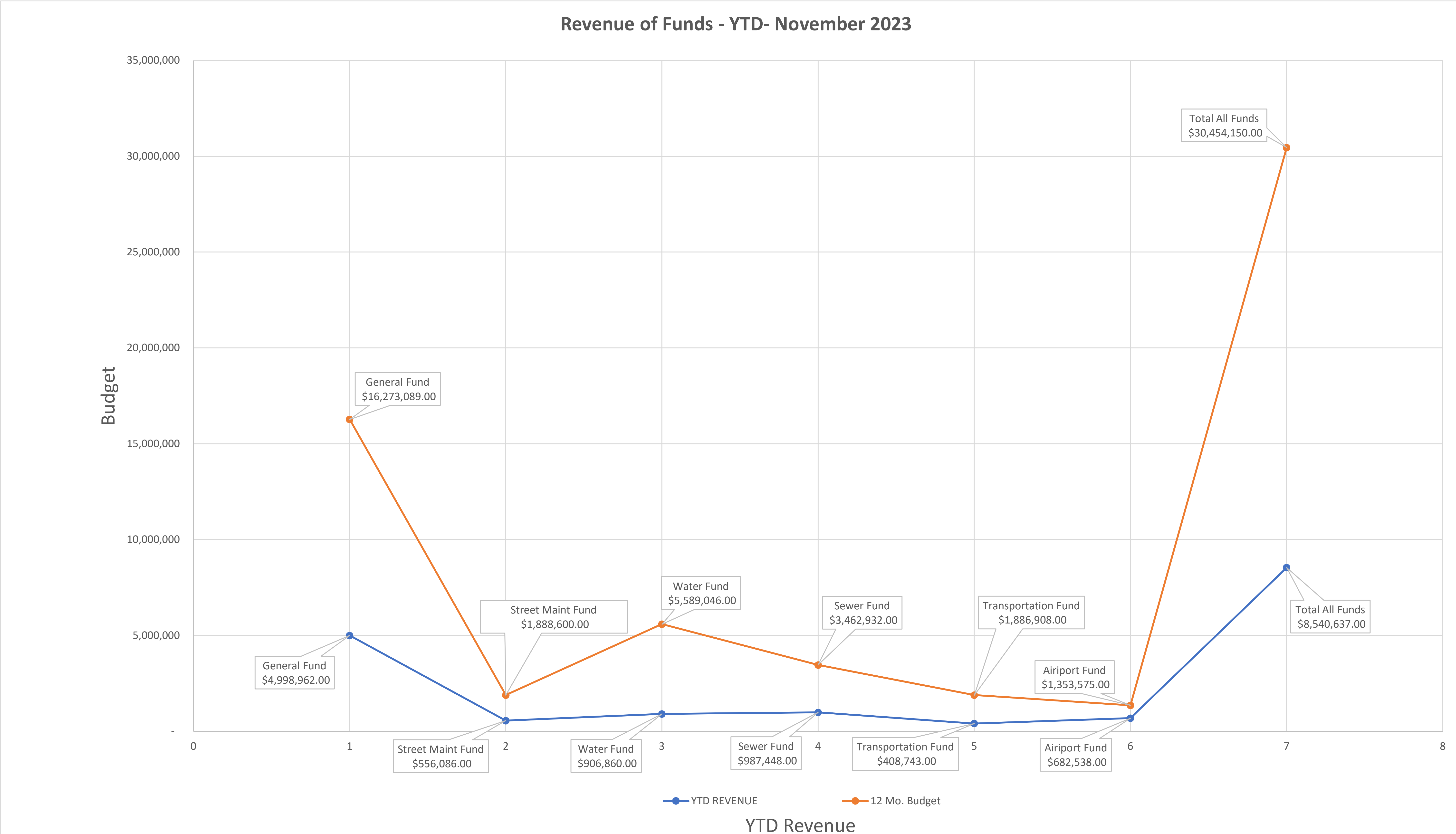
FY24 REVENUE 12 Mo. Budget 5 Mo. Budget

CURRENT NOVEMBER 2023 COMPARED TO PRIOR NOVEMBER 2022 YTD REVENUE

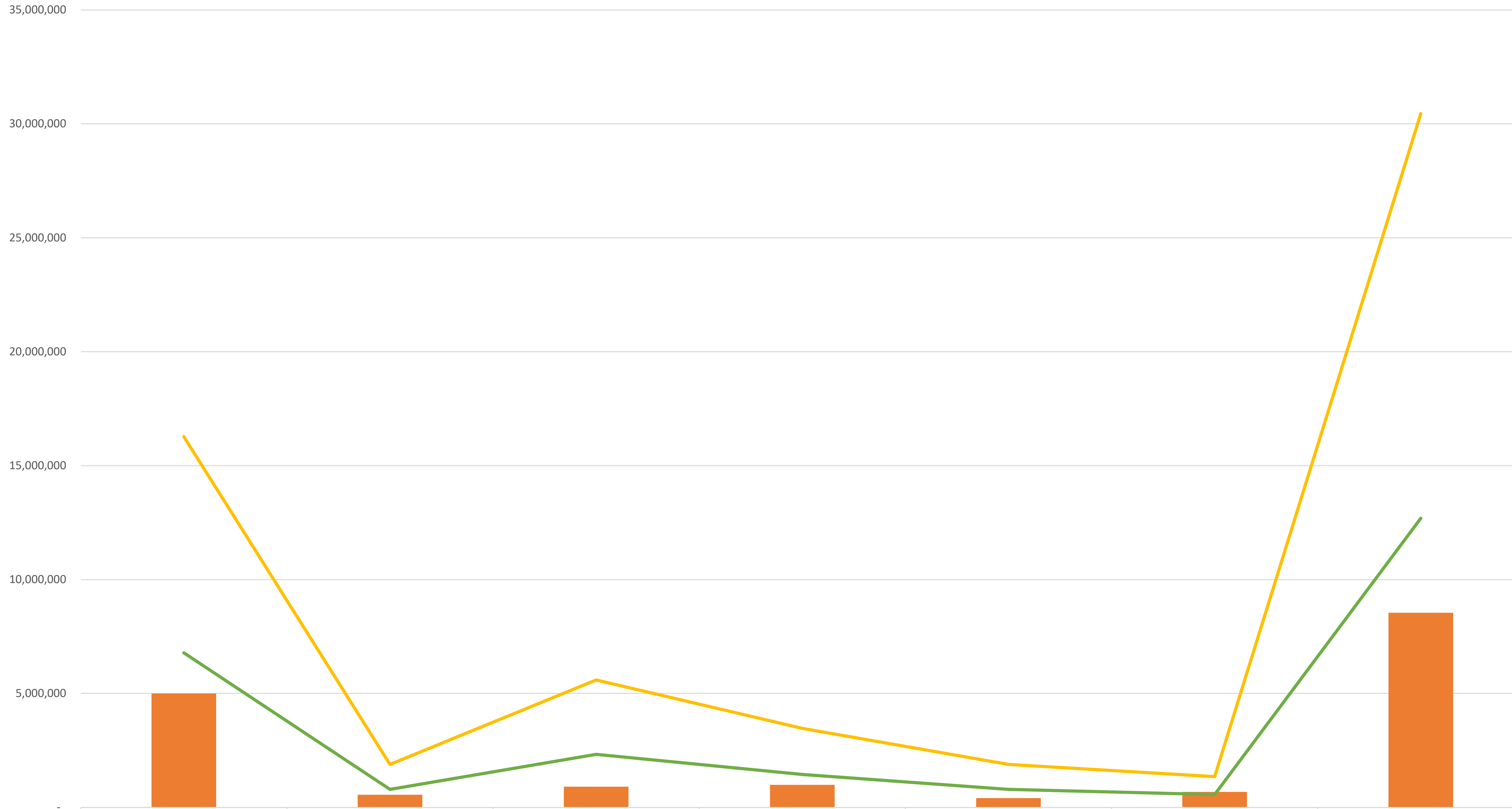


	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
PY YTD REVENUE	5,006,672	471,500	881,088	945,507	368,948	1,310,999	8,984,714
YTD REVENUE	4,998,962	556,086	906,860	987,448	408,743	682,538	8,540,637

PY YTD REVENUE YTD REVENUE


Revenue of Funds - YTD- November 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
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 $30,454,150.00
General Fund $4,998,962.00
Street Maint Fund $556,086.00
Water Fund $906,860.00
Sewer Fund $987,448.00
Transportation Fund $408,743.00
Airiport Fund $682,538.00
Total All Funds $8,540,637.00
YTD REVENUE
12 Mo. Budget
YTD Revenue

November 2023 Actual Vs. 12 Month Budget and 5 Month Budget



	General Fund	Street Maint Fund	Water Fund	Sewer Fund	Transportation Fund	Airiport Fund	Total All Funds
YTD REVENUE	4,998,962	556,086	906,860	987,448	408,743	682,538	8,540,637
12 Mo. Budget	16,273,089	1,888,600	5,589,046	3,462,932	1,886,908	1,353,575	30,454,150
5 Mo. Budget	6,780,454	786,917	2,328,769	1,442,888	786,212	563,990	12,689,229

YTD REVENUE 12 Mo. Budget 5 Mo. Budget

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1101-0001	CURRENT REAL PROP TAXES	422,167	431,548	810,000	53.2800
10-1102-0001	CURRENT PUBLIC SERVICE CORP TA	1,916	2,001	62,590	3.2000
10-1103-0001	CURRENT PERSONAL PROPERTY TAX	148,689	148,872	273,030	54.5300
10-1106-0001	PENALTIES-TAXES	17	1,416	1,500	94.4300
10-1106-0002	INTEREST-TAXES	23	2,417	1,500	161.1000
10-1106-0003	PENALTY-PP TAX	191	209	500	41.8000
10-1106-0004	INTEREST-PP TAX	128	135	15	897.4000
10-1107-0001	DELIQUENT TAXES	242	12,874	5,000	257.4900
10-1200-0001	CONSUMPTION TAX	-	9,106	26,000	35.0200
10-1201-0001	SALES TAX	-	162,656	450,000	36.1500
10-1202-0001	UTILITY TAX	-	125,063	360,000	34.7400
10-1203-0001	BUSINESS LICENSE TAX	(60)	7,726	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	-	6,717	16,000	41.9800
10-1205-0001	MOTOR VEHICLE LICENSES	1,181	1,181	75,000	1.5700
10-1206-0001	COMMUNICATION SALES & USE TAX	-	85,271	360,000	23.6900
10-1210-0001	LODGING TAX	86,454	378,962	750,000	50.5300
10-1211-0001	FOOD TAX	359,628	1,596,398	3,625,000	44.0400
10-1211-0099	PENALTY/INT-FOOD/LODGING TAX	1,118	2,699	2,000	134.9500
10-1220-0001	SANITATION FEE	32,326	163,016	390,000	41.8000
10-1301-0001	FERN BEAUTIFICATION PROJECT	-	1,000	2,500	40.0000
10-1302-0002	BRANCH OUT TREE PROGRAM	25	50	5,000	1.0000
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	4,214	11,981	30,000	39.9400
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	84	240	500	47.9200
10-1303-0031	FITNESS PROGRAM REVENUE	-	-	200	0.0000

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1303-0032	KARATE PROGRAM REVENUE	476	1,406	800	175.7500
10-1303-0033	PICKLEBALL PROGRAM REVENUE	-	294	500	58.7600
10-1303-0071	FOOTBALL PROGRAM REVENUE	4,492	15,676	15,000	104.5100
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	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	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	-	44,797	65,000	68.9200
10-1401-0002	PARKING FINES	2,390	9,251	20,000	46.2600
10-1401-0004	LIENS ON REAL ESTATE	105	245	500	49.0000
10-1402-0003	E-CITATION	-	3,530	5,000	70.5900
10-1501-0001	INTEREST-REPO	15,533	79,569	9,000	884.1000
10-1501-0002	INT-BENCHMARK-ARPA-COVID-RESTRICTED	-	-	100,000	0.0000
10-1501-0003	INTEREST-MEDICAL COMPENSATION	787	4,102	70,172	5.8500
10-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	2	46	100	46.0900
10-1501-0006	INTEREST-MM-BENCHMARK-E911	15	62	600	10.3700
10-1501-0013	INTEREST-SET ASIDE ACCOUNT	21,854	107,625	20,000	538.1300
10-1501-0015	INTEREST-E911 RESERVE	1,432	7,183	250	2,873.3400
10-1501-0021	INT-CK ACCT-BENCHMARK-E-CITATION	3	16	30	51.9000
10-1501-0072	INT-CHECKING-BENCHMARK-GOLF	16,166	106,307	15,000	708.7100
10-1502-0001	RENT-BURN BUILDING	-	-	500	0.0000
10-1502-0002	RENT-WILCK LAKE	200	1,000	2,500	40.0000
10-1502-0005	SALE OF FIXED ASSETS	-	12,430	15,000	82.8700
10-1502-0006	SALE OF MATERIAL	-	5,670	1,500	377.9900

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1502-0008	SALE OF COPIES	(1,832)	504	500	100.8000
10-1502-0009	CEMETERY LOTS	5,600	16,800	10,000	168.0000
10-1502-0010	SALE OF POSTAGE	-	17	25	66.9600
10-1502-0011	SALE OF ROLL OUT CARTS	-	600	1,000	60.0000
10-1502-0012	RENT-TRAIN STATION	550	4,400	12,000	36.6700
10-1502-0013	RENT-PARKING-VENABLE ST	225	1,125	2,520	44.6400
10-1502-0014	RENT-TOWN PKG-NORTH ST	-	300	300	100.0000
10-1502-0018	LEASE-SOUTH ST CONF-FIRE PROG	1,279	6,397	15,353	41.6700
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	360	2,065	1,200	172.0800
10-1502-0024	RENT-SPORTS ARENA	-	3,900	12,500	31.2000
10-1502-0025	RENT-PROB/PAROLE BLDG	3,971	19,854	46,288	42.8900
10-1502-0026	RENT-BALL FIELD-SPORTS ARENA	-	-	1,000	0.0000
10-1502-0031	PARKING MUNICIPAL LOT	117	5,101	8,000	63.7600
10-1502-0033	PARKING FARMERS MARKET	-	-	720	0.0000
10-1607-0001	PARKING METERS-HIGH ST	1,697	5,540	12,000	46.1700
10-1607-0003	PARKING METERS-MAIN ST	3,608	12,984	24,000	54.1000
10-1610-0001	RENTAL PARKING SPACES	680	4,100	5,000	82.0000
10-1620-0001	RESIDENTAL PARKING	20	1,935	2,000	96.7500
10-1620-0002	LONGWOOD STREETS	-	-	35,000	0.0000
10-1620-0099	PENALTY-SANITATION FEE	489	2,427	5,100	47.5800
10-1630-0001	CIGARETTE TAX	-	82,550	200,000	41.2800
10-1899-0002	SALE OF SERVICE-ADMIN	100	500	1,200	41.6700
10-1899-0004	MISC REVENUE	6	619	2	30,968.0000
10-1899-0005	SALE OF SERVICE-PUBLIC WORKS	235	1,293	5,000	25.8500
10-1899-0006	SALE OF SERVICE-GRAVE OPENINGS	4,800	10,400	19,000	54.7400
10-1899-0007	SALE OF SERVICE-DUMP TK	-	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

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
10-1899-0015	SALE OF SERVICE-BAD CHECKS-TAXES	-	-	-	0
10-1899-0017	SALE OF SER-FALSE BURG ALARM	450	1,350	-	0
10-1899-0033	SALE OF SERVICE-POLICE	-	-	-	0
10-1899-0035	SALE OF SERVICE-LIBRARY MAINTE	260	396	600	65.9200
10-1899-0097	DONATIONS-FOURTH OF JULY CELEBRATION	-	-	16,173	0.0000
10-1900-0030	ICA PER DIEM	30,500	76,500	160,000	47.8100
10-1901-0003	AMINISTRATIVE SERV-FUND 15	32,561	132,543	230,000	57.6300
10-1901-0004	REIMB-FUND 10-ADMIN SERV	20,194	73,815	160,000	46.1300
10-1901-0005	RECOVERY-JURY DUTY FEES	-	345	500	68.9200
10-1901-0010	RECOVERY-VML INS-DAMAGE VEHICLES/PROP	22,517	25,645	50,000	51.2900
10-1902-0001	DAMAGE TO TOWN PROPERTY	871	871	5,000	17.4200
10-1903-0001	REFUNDS - CO-OPS	-	-	600	0.0000
10-2201-0003	ROLLING STOCK TAXES	-	122	200	60.9600
10-2201-0005	MOBILE HOME TITLING TAX	-	-	1,200	0.0000
10-2201-0006	CAR RENTAL TAX	-	30,983	50,000	61.9700
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	-	39,243	112,000	35.0400
10-2402-0006	VDEM STAFFING GRANT	-	-	48,750	0.0000
10-2404-0007	LITTER & RECYCLING GRANT	6,789	6,789	2,500	271.5600
10-2404-0010	AID TO LAW ENFORCEMENT	-	53,674	204,000	26.3100
10-2404-0032	GRANT-VML-SAFETY	-	-	4,200	0.0000
10-2405-0004	MARKETING/TOURISM LOCAL REVENU	33	33	2,000	1.6500
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
10-2502-0018	GRANT-SHSP-VDEM-PEDESTRIAN BARRICADE	15,400	15,400	-	0
10-2502-0019	ALCOHOL GRANT-2024	-	-	26,335	0.0000

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
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	5,984	22,756	-	0
10-4104-0008	FROM FIDA-BOND PYMT-2012 ISSUE	-	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
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	350,000	350,000	100.0000
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	13,969	13,969	62,000	22.5300
10-4120-0002	TROF REPAYMENT-WEYANOKE	-	-	5,593	0.0000
10-5101-0005	TRANS FROM SEWER FUND	-	-	466,491	0.0000
	FUND 10 TOTALS	**1,643,231**	**4,998,962**	**16,273,089**	**30.72%**
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	4,719	23,666	532	4,448.6900
40-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	0	2	-	0
40-1502-0007	LEASE-JACKSON HTS WATER TANK	2,323	9,293	30,878	30.1000
40-1502-0009	LEASE-ANDREWS DR WATER TANK	3,398	16,888	40,468	41.7300
40-1620-0001	WATER SERVICE	147,750	765,784	1,881,307	40.7000
40-1620-0002	WATER TAPS	-	12,000	60,000	20.0000
40-1620-0003	SURCHARGE-MULTIPLE METERS	7,774	38,917	93,000	41.8500
40-1620-0004	SALE OF WATER	720	5,924	10,000	59.2400

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
40-1620-0099	PENALTY-WATER SERVICE	1,526	8,117	18,000	45.0900
40-1899-0010	SERVICE CHARGES	1,240	6,380	10,000	63.8000
40-1899-0011	SERVICE CRG-BAD CHECK	250	1,000	-	0
40-1899-0012	SALE OF SERVICE-TESTING	1,320	7,960	10,000	79.6000
40-2404-0005	VML SAFETY GRANT	2,000	2,000	-	0
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	8,930	8,930	8,240	108.3700
	FUND 40 TOTALS	**181,951**	**906,860**	**5,589,046**	**16.23%**
42-1501-0001	Interest - Unrestricted	4,719	23,666	532	4,448.6900
42-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	2	-	0
42-1620-0099	PENALTY-SEWER SERVICE	1,764	9,247	17,500	52.8400
42-1630-0001	SEWER SERVICE	182,435	928,121	2,222,269	41.7600
42-1630-0002	SEWER TAPS	-	12,000	75,000	16.0000
42-1899-0005	SALE OF SERVICE-PUBLIC WORKS	-	400	-	0
42-1899-0012	SALE OF SERVICE-LEACHATE-CUMBERLAND	-	4,212	25,000	16.8500
42-1899-0013	SALE OF SERVICE-SEWER TREAT	1,800	7,800	10,000	78.0000
42-2404-0005	VML SAFETY GRANT	2,000	2,000	2,000	100.0000
42-2510-0007	ARPA REVENUE RECOGNIZED	-	-	376,153	0.0000
42-4100-0086	CARRYOVER FUNDS FY22-23	-	-	734,478	0.0000
	FUND 42 TOTALS	**192,718**	**987,448**	**3,462,932**	**28.51%**
44-1501-0004	INTEREST-ACCOUNTS RECEIVABLE	-	-	5	0.0000
44-1502-0005	SALE OF FIXED ASSETS	-	13,100	-	0
44-1520-0001	PASSENGER FARES	325	3,397	8,700	39.0400
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	108,550	108,550	375,000	28.9500

TOWN OF FARMVILLE
REVENUE REPORT
AS OF NOVEMBER 30, 2023

Account Id	Description	Current Revenue	YTD Revenue	Anticipated	% Realized
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	**108,875**	**408,743**	**1,886,908**	**21.66%**
45-1501-0001	INT-CK ACCT-BENCHMARK	37	176	400	44.0200
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	3,357	24,927	89,000	28.0100
45-1691-0001	SALE OF JET FUEL	1,986	29,392	65,000	45.2200
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
45-2501-0044	FED GRANT-REHAB RUNWAY	-	3,494	-	0
45-2501-0054	REHAB TAXIWAY PAVEMENT	568,843	620,076	833,000	74.4400
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	**574,223**	**682,538**	**1,353,575**	**50.42%**
61-1501-0001	INTEREST EARNED-PAULETTE TRUST	-	0	-	0
	FUND 61 TOTALS	**-**	**0**	**-**	**0**
70-1501-0001	INTEREST	1	7	-	0
70-1501-0003	INT-PRNG TASK FORCE	0	1	-	0
70-2404-0001	ASSET FORFEITURE-STATE	-	350	-	0
	FUND 70 TOTALS	**2**	**358**	**-**	**0**
	Final Totals	***2,701,001***	***8,540,995***	***30,454,149***	***28.05%***

November 2023 - Salaries

Below are the departments with explanations that are over their 5 Month Actual to Budget.
This percentage should be at 100% or below.

	Actual/Budget	
10-710 Salaries - Summer Camp	102.00%	Budget is allocated throughout year, but camp is only for a two month period.

FY24 INFORMATION	**Total All Funds**	
	Expended YTD	$3,004,765.57
	5 Mo Budget Amt	$3,229,901.82
		($225,136.25)

Expended through November for Salaries is **$225,136.25 less** than our 5 Month Budget Amount.

FY23 INFORMATION (PRIOR YEAR)	**Total All Funds**	
	Expended YTD	$2,411,444.37
	5 Mo Budget Amt	$2,614,192.64
		($202,748.27)

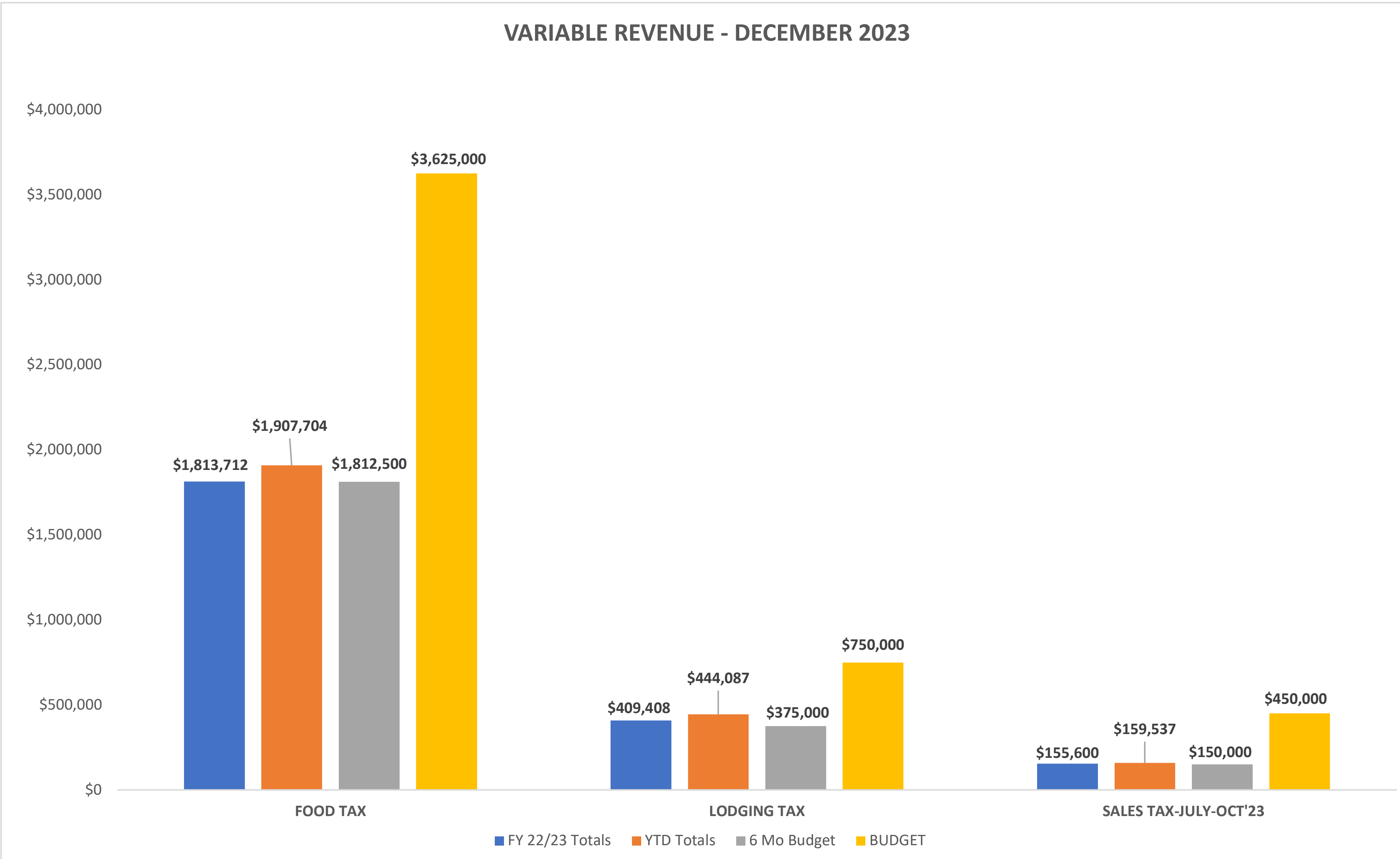
Expended through November for Salaries is **$202,748.27 less** than our 5 Month Budget Amount.

In FY23, we had golf salaries expended of $14,410; we had no such salaries in FY24.

Town of Farmville
Manual Checks for the Month of November 2023

12-1-23

Checks-64317-64547	# of Checks	Amount of Checks
Checks	63	$736,564.50
Direct Deposit	152	$407,252.11
Total	215	$1,143,816.61


VARIABLE REVENUE - DECEMBER 2023
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
$3,625,000
$1,907,704
$1,813,712
$1,812,500
$750,000
$444,087
$409,408
$375,000
$450,000
$159,537
$155,600
$150,000
FOOD TAX
LODGING TAX
SALES TAX-JULY-OCT'23
FY 22/23 Totals
YTD Totals
6 Mo Budget
BUDGET

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF DECEMBER 2023

FUND NUMBER	FUND TITLE	BALANCE 12/01/2023	NET CHANGE	BALANCE 12/31/2023
	UNRESTRICTED FUNDS			
10	GENERAL FUND	$ 1,879,144.64	$ (126,253.42)	$ 1,752,891.22
15	ST MAINT FUND	448,770.64	496,903.50	945,674.14
40	WATER FUND	1,925,724.26	28,515.12	1,954,239.38
42	SEWER FUND	3,156,625.45	111,202.96	3,267,828.41
44	TRANSPORTATION FUND	1,136,085.16	(44,488.55)	1,091,596.61
45	AIRPORT FUND	81,605.88	12,553.40	94,159.28
TOTAL	UNRESTRICTED FUNDS	8,627,956.03	478,433.01	9,106,389.04
	RESTRICTED FUNDS			
10	ARPA-COVID FUNDS	5,570,563.11	(71,943.74)	5,498,619.37
10	ENHANCED 911-WIRELESS	438,626.88	11,400.68	450,027.56
10	E911-RESERVE	133,083.95	16.95	133,100.90
10	SET ASIDE ACCOUNT	2,183,600.11	271,905.29	2,455,505.40
10	E-CITATION	26,681.69	1,216.28	27,897.97
10	MEDICAL COMPENSATION	284,031.68	703.04	284,734.72
10	BOA - LEASE PURCHASE	-	1,589,625.54	1,589,625.54
40	BOA - LEASE PURCHASE	-	3,292,602.96	3,292,602.96
70	NARCOTICS FUND	11,244.70	1.43	11,246.13
70	TASK FORCE	2,147.91	0.27	2,148.18
TOTAL	RESTRICTED FUNDS	8,649,980.03	5,095,528.70	13,745,508.73
TOTAL ALL FUNDS		$ 17,277,936.06	$ 5,573,961.71	$ 22,851,897.77

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	$ 2,500.00
VIP ACCT - GOLF SALE PROCEEDS	946,184.30
VIP ACCTS - UNRESTRICTED	2,080,286.68
LGIP ACCT - UNRESTRICTED	980,355.73
CHECKING ACCT-BENCHMARK-AIRPORT	305,998.45
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	4,791,063.88
TOTAL UNRESTRICTED FUNDS	$ 9,106,389.04

<u>RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:</u>

LGIP ACCT - ARPA -COVID FUNDS	$	5,498,619.37
MONEY MARKET - BENCHMARK - 911 WIRELESS		137,984.58
VIP ACCT - WIRELESS		312,042.98
INTEREST CHECKING-BENCHMARK-E911 RESERVE		133,100.90
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT		1,043,904.98
LGIP ACCT - SET ASIDE ACCOUNT		982,768.98
VIP ACCT - SET ASIDE ACCOUNT		428,831.44
INTEREST CHECKING-FARMERS BANK-E-CITATION ACCOUNT		27,897.97
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION		284,734.72
VIP ACCT - BOA - LEASE PURCHASE		4,882,228.50
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE		11,246.13
INTEREST CHECKING-BENCHMARK-TASK FORCE		2,148.18
TOTAL RESTRICTED FUNDS	$	13,745,508.73

RESPECTFULLY SUBMITTED:

Julie A. Moore

Julie A. Moore, CPA, CFE, CGFM

DECEMBER MONTHLY COST-RESCUE SQUAD

DATE	VEHICLE	DESCRIPTION OF SERVICE	Man Hours	LABOR COST	MATERIAL COST	EQUIPMENT COST	FUEL COST
11-Dec	Rescue 12	State Inspection	4	$112.25	$20.00		
		Fuel Cost					$1,775.80
		Total Labor Cost		$112.25			
		Total Material Cost		$20.00			
		Total Equipment Cost		$0.00			
		Total Fuel Cost		$1,775.80			
		Total December		$1,908.05			
		YTD Total		$27,553.68			

Year-to-Date Costs - Rescue Squad
July - June 2024

2023-2024

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Labor	1,239.65	1,182.76	920.77	378.05	507.63	112.25	0.00	0.00	0.00	0.00	0.00	0.00	**$4,341.12**
Materials	4,902.21	813.09	2,922.80	131.67	1,611.04	20.00	0.00	0.00	0.00	0.00	0.00	0.00	**$10,400.81**
Equipment	310.00	310.00	310.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**$1,240.00**
Fuel	2,028.25	2,312.09	1,993.70	1,816.51	1,645.40	1,775.80	0.00	0.00	0.00	0.00	0.00	0.00	**$11,571.75**
	$8,480.11	$4,617.94	$6,147.27	$2,636.23	$3,764.07	$1,908.05	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$27,553.68**

Town of Farmville

Agenda Item Summary

MEETING DATE: January 10, 2024

ITEM NUMBER: 13.a. – Request Adoption of the Code of Ethics and Conduct and Ethics Pledge

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BACKGROUND: In 2016, the Ethics Committee established a Code of Ethics and Conduct and Ethics Pledge. The Committee recommended that Council annually review and adopt both the Code of Ethics and Conduct and Ethics Pledge.

RECOMMENDATION: Adopt the Code of Ethics and Conduct and Ethics Pledge

FISCAL IMPACT:

ATTACHMENTS:
1. Code of Ethics and Conduct
2. Ethics Pledge

Brian R. Vincent
Mayor

Mary H. McKay
Clerk of Council

TOWN OF FARMVILLE
Est. 1798

COUNCIL
A. D. "Chuckie" Reid
Adam B. Yoelin
Daniel E. Dwyer
Donald L. Hunter
John Hardy
Sallie O. Amos
Tommy Pairet

TOWN OF FARMVILLE CODE OF ETHICS AND CONDUCT

This Code and its associated Ethics Pledge are aspirational in nature. As such, they are subordinate to federal, state and local law and do not confer and/or mandate any additional duties beyond those required under existing law, nor do they confer any right or cause of action that does not otherwise apply under existing law.

Recognizing that persons holding public office have been given a public trust and that the stewardship of such office demands that performance be at the highest level of ethical and moral conduct, the Town of Farmville adopts this Code of Ethics and Conduct. To honor the public trust and to serve with integrity, civility, and impartiality, the Mayor, the members of Town Council, and those officials who are appointed by Council pledge to do the following:

1. Provide the highest quality of service to the public, acting in a way that is conscientious, diligent, and transparent.

2. Perform the functions of the office with integrity, avoiding any improper use or influence of the office.

3. Not act on a matter in which a conflict of interest exists and be diligent in avoiding even the appearance of a conflict of interest by disclosing the same and acting in accord with the principles underlying this Code.

4. Behave in a manner that inspires public confidence.

5. Treat the public, town employees, and fellow public officials with professionalism, courtesy, and respect.

6. Serve the public interest by upholding the letter and the spirit of Town, Commonwealth, and Federal statutes, regulations, and policies.

The Mayor and members of Town Council will work together to implement and monitor this Code of Ethics and Conduct and to make changes as needed.

Brian R. Vincent, Mayor	A. D. "Chuck" Reid, Vice-Mayor
Sallie O. Amos, Council Member	John Hardy, Council Member
Thomas M. Pairet, Council Member	Adam B. Yoelin, Council Member
Donald L. Hunter, Council Member	Daniel E. Dwyer, Council Member

Brian R. Vincent
Mayor

Mary H. McKay
Clerk of Council

COUNCIL
A. D. "Chuckie" Reid
Adam B. Yoelin
Daniel E. Dwyer
Donald L. Hunter
John Hardy
Sallie O. Amos
Tommy Pairet

TOWN OF FARMVILLE ETHICS PLEDGE

1. I understand that as a Town representative, I am entrusted with protecting and preserving the integrity of the Town government.

2. I will honor this trust by:
    a. Upholding the Town of Farmville Code of Ethics and Conduct;
    b. Putting the public interest first;
    c. Conducting myself at all times in a manner that brings credit to the Town;
    d. Serving with integrity, impartiality and transparency;
    e. Fostering a culture of cordiality and professionalism;
    f. Taking no action that will result in or create the appearance of personal gain or conflict of interest.
    g. Making no private promises of any kind that will bind the duties of any office, since a public servant has no word that can be binding on public duty.

3. I will communicate openly and civilly, listening to all views, seeking common ground as a starting point, and being respectful even in areas of disagreement.

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116 North Main Street | P. O. Drawer 368 | Farmville, VA 23901 | Phone: 434.392.9465 | Fax: 434.392.3160 | www.farmvilleva.com

Town of Farmville

Agenda Item Summary

MEETING DATE: January 10, 2024

ITEM NUMBER: 13.b. – Request Reappointment to the Farmville Industrial Development Authority

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BACKGROUND: Mr. Matyus' term on the F.I.D.A. expires on February 28, 2024. Staff have contacted him, and he has expressed interest in continuing to serve.

F.I.D.A. members must be appointed by the Circuit Court of Prince Edward County and take an oath of office administered by the Clerk of the Circuit Court.

RECOMMENDATION: Request that the Circuit Court of Prince Edward County reappoint Jason Matyus to the Farmville Industrial Development Authority for a term ending February 28, 2028.

FISCAL IMPACT:

ATTACHMENTS: None