



Town of Farmville

Town Council

August 14, 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. **Introduction of Farmville Police Department New Officers**
8. **Update from Prince Edward County Administrator Doug Stanley**
9. **Public Hearings**
 - a. Public Hearing - Ordinance No. 234 - Amending Section 29-35(b) of Article IV of Chapter 29 - Zoning and Subdivision
 - b. Public Hearing - Ordinance No. 235 - Amending Section 14-4 and Section 14-20 of Article I of Chapter 14 - Licenses and Permits
10. **Public Comment Period**
 - a. Public Comment Sign-up Sheet
11. **Consent Agenda**
 - a. Draft Minutes of the June 12, 2024, Regular Council Meeting and July 10, 2024, Regular Council Meeting
12. **Finance Report**
 - a. July 2024 Finance Report
13. **Old Business**
14. **New Business**
 - a. Request Adoption of Ordinance No. 234 - Amending Section 29-35(b) of Article IV of Chapter 29 - Zoning and Subdivision
 - b. Request Adoption of Ordinance No. 235 - Amending Section 14-4 and Section 14-20 of Article I of Chapter 14 - Licenses and Permits
 - c. Request Approval of Resolution No. 2024-08-01 - Equipment Financing
 - d. Request Approval of Wastewater Plant Upgrade Proposal
 - e. Request Approval of Lead Pipe Survey Proposal
15. **Town Manager's Report**

16. Comments by Mayor and Town Council

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 Pairt

Town of Farmville
Town Council
PUBLIC HEARING NOTICE

The Farmville Town Council will hold public hearings on Wednesday, August 14, 2024, at 6:00 PM in the Council Chamber, located on the second floor of the Town Hall, 116 North Main Street, Farmville, Virginia, to receive public comment on the following items:

Ordinance No. 234 - Amending Section 29-35(b) of Article IV of Chapter 29 – Zoning and Subdivision

Ordinance No. 235 - Amending Section 14-4 and Section 14-20 of Article I of Chapter 14 – Licenses and Permits

The full text of the proposed ordinance amendments is available online at www.farmvilleva.com or by contacting the Clerk of Council at (434) 392-9465.

The Farmville Town Council will consider the requests following the public hearings. Any person(s) wishing to comment on the above matters should plan to attend this meeting or submit written comments. Please email Mary McKay at mmckay@farmvilleva.com or mail written comments to PO Drawer 368, Farmville, VA 23901 to arrive by 4:00 PM on Wednesday, August 14, 2024.

Questions and comments related to the public hearing on Ordinance No. 234 may be directed to the Department of Community Development, 116 North Main Street, PO Drawer 368, Farmville, Virginia, 23901 or by calling (434) 392-8465, between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Questions and comments related to the public hearing on Ordinance No. 235 may be directed to the Finance Department, 116 North Main Street, PO Drawer 368, Farmville, Virginia, 23901 or by calling (434) 392-3333, between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

It is the intent of the Town to comply with the Americans with Disabilities Act. Should you need special accommodation, please contact C. Scott Davis, LP.D., Town Manager, at (434)392-5686, prior to the meeting.



PUBLIC HEARING COMMENTS
(Ordinance No. 234 – Fences)
August 14, 2024
Guests Sign Up Sheet

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>



PUBLIC HEARING COMMENTS
(Ordinance No. 235 – Business Licenses)
August 14, 2024
Guests Sign Up Sheet

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>



**PUBLIC COMMENT PERIOD
(held after PUBLIC HEARINGS)**

August 14, 2024

Guests Sign Up Sheet

(Please limit comments to three minutes)

<i>Name</i>	<i>Address</i>	<i>Topic</i>	<i>Via</i>



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 11.a. – Draft Minutes of the June 12, 2024, Regular Council Meeting and July 10, 2024, Regular Council Meeting

BACKGROUND:

RECOMMENDATION: Approve the Consent Agenda as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. 2024-06-12 Regular Council Meeting-DRAFT
2. 2024-07-10 Regular Council Meeting-DRAFT

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON JUNE 12, 2024

At the regular meeting of the Farmville Town Council held on Wednesday, June 12, 2024, 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 A.D. “Chuckie” Reid, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Fire Chief Daniel Clark, Public Works Director Robin Atkins, 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, and all guests were welcomed.

The Clerk called the roll, noting Council member Sallie Amos as absent.

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

ADOPTION OF AGENDA

Mr. Hardy made a motion to amend the agenda to include a discussion on parking fees, seconded by Mr. Dwyer, and with all in favor stating “aye”, the motion passed. Town Manager Davis had requested that the agenda be amended by adding Old Business after item labeled New Business with the topic of Parking Fees.

Mr. Hardy made a motion to adopt the agenda with the amendment on the table, 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.

Mayor Vincent opened the public hearing period.

PUBLIC HEARING - ORDINANCE NO. 230 AMENDING CHAPTER 6 – BUILDING BY ADDING ARTICLE VI – FARMVILLE LAND BANK TO INCLUDE SECTIONS 6-150 THROUGH 6-165.

Mike Yeatts was present to address the Council on behalf of his aunt, Mary Yeatts of 505 Franklin Street, who was unable to attend the meeting. Having heard of the proposed land bank from a news feed from the *Farmville Herald*, he further stated that the topic makes him very nervous about property rights as individuals. He asked Council members to be very careful going down a pathway

with the best of intentions of the government getting involved and being able to take someone's property. Mr. Yeatts provided an example of an 80-year-old couple needing a roof repair costing \$25,000 and are unable to pay for it. The due processes of the land bank are provided for, and the roof is repaired. The couple are unable to pay so the house is taken and auctioned off to pay for the repair. He thinks the topic needs to be more vetted to look at the details. It was his understanding that two properties were causing the issue and that this process can be used against a lot of properties.

Tom Dennison, 109 Grove Street, provided comments on establishing a procedure to inspect the health and safety standards of all rental properties within the town. It was suggested to have town inspectors check these properties at some rate every few years or whenever a tenant changes. Doing so provides an opportunity to raise the standard of living in the town.

With no one else signed up to speak, Mayor Vincent closed the public hearing on Ordinance No. 230.

Before the public hearing was held on Resolution No. 2024-06-01, a presentation was provided by representatives for the High Bridge Solar project. Alexandria Walling of Inovateus Solar reported on the request for a conditional use permit for a 12-megawatt solar facility considered a small-scale distribution level project located on an approximate 131-acre parcel currently zoned high density residential R-3 in the northeastern area of the town. A summary of the project was provided using PowerPoint slides to show detailed areas of the proposed site.

Sean Millot with the civil engineering firm of Kimley Horn Associates, provided a detailed review of the erosion and sediment controls for the project and information on its decommissioning in 35-40 years.

Ms. Walling continued by stating in lieu of having a specific solar ordinance in the town, a siting agreement was presented with their application based on the standards seen across the state. With an approved siting agreement and conditions, they feel they are in compliance with the 15.2-2232 review and the Town of Farmville Comprehensive Plan. She stated their counsel was available for any questions.

Ms. Walling reported that a fiscal and economic impact analysis was provided also for review. Some of the general benefits of solar farms were mentioned and a six-to-eight-month timeline for project completion was noted. Concerning the amount of noise during the project

construction, the highest amount anticipated would be some pile driving for the racking systems. The presentation concluded with Ms. Walling advising that after the permitting process and additional reviews, another public meeting will be held for the state level approval.

Throughout the presentation, Council members asked questions about the information being provided.

PUBLIC HEARING - RESOLUTION NO. 2024-06-01 TO GRANT A CONDITIONAL USE PERMIT TO HIGH BRIDGE SOLAR, LLC TO ALLOW FOR A UTILITY SERVICE, MAJOR (UTILITY SCALE SOLAR FACILITY) PER TOWN CODE SECTION 29-22 (A). LOCATED ON A 131-ACRE SITE AT THE TERMINUS OF CEDAR AVENUE, NORTHEAST OF ITS INTERSECTION WITH EAST SECOND STREET ON PARCEL 0024000(0A)00-006, WHICH IS ZONED R-3 HIGH DENSITY RESIDENTIAL

Tom Dennison, 109 Grove Street, made an inquiry if the topic was reviewed by the Planning Commission before coming before the Council. Mayor Vincent advised yes and that there is not a back-and-forth discussion during the public comment period. Mr. Dennison provided comments on changing the current zone from high residential to an area with no people. He mentioned that he liked the clean energy and thanked the Council for its consideration.

PUBLIC HEARING - HIGH BRIDGE SOLAR, LLC SITING AGREEMENT

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

PUBLIC HEARING - ORDINANCE NO. 233 AMENDING SECTION 29-13 (E) (4) (C) SITE PLAN OF ARTICLE I – IN GENERAL OF CHAPTER 29 – ZONING AND SUBDIVISION AND SECTION 29-62 (9) (D) LOTS OF ARTICLE VI - SUBDIVISIONS OF CHAPTER 29 – ZONING AND SUBDIVISION

Tom Dennison, 109 Grove Street, addressed the Council concerning a property owner being the first to build on a lot and must put up a sidewalk when there are no others. He thinks sidewalks should be like another utility that the town provides, such as water and sewer tap, and paid for by the property owner.

With no one else signed up to speak, Mayor Vincent closed the public hearing for Ordinance No. 233.

PUBLIC COMMENT PERIOD

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

CONSENT AGENDA

Mr. Yoelin made a motion to accept the Consent Agenda as presented, seconded by Mr. Hardy, with all in favor stating “aye”, the motion passed. The Consent agenda includes the draft minutes of the May 1, 2024, Work Session and the May 8, 2024, Regular Council Meeting.

FINANCE REPORT

Mr. Hunter made a motion to accept the Finance Report as presented, seconded by Mr. Dwyer, and with all in favor stating “aye”, the motion passed.

BACKGROUND:

Finance Director Julie Moore provided the May 2024 Finance Report. For the ABM Project, \$17,177 was earned for the month of May. There was \$16,641 earned at the Virginia Investment Pool (VIP) in May, with a total earned of \$179,351 so far with VIP for FY24. There was \$22,433 earned in May in Benchmark’s Sweep Accounts and \$198,629 earned so far at Benchmark for FY24. There was \$34,968 earned income for May with the money placed at the Local Government Investment Pool (LGIP), making a total earned of \$393,454 in LGIP for FY24. In total, there was \$74,042 income for May, excluding ABM Income.

REQUEST TO ADOPT ORDINANCE NO. 230 FARMVILLE LAND BANK

A Public Hearing was held earlier in the meeting with some input received on the topic. Council member Hardy requested a discussion be held. Previously the properties were referred to as condemned, but the proposed ordinance states that the properties to be addressed would be vacant, abandoned, tax delinquent or derelict which does not mean condemned. Mr. Hardy stated the wording used should be something a little more defined because it could be interpreted as a new roof being needed, which was an example provided.

Town Manager Davis reported that the wording for the proposed ordinance was taken straight from the Virginia State Code that allows land banks.

Council member Reid reported receiving a lot of calls on the topic and thinks more discussion should be held before a decision is made.

The Town Manager offered to have the state definitions for derelict provided which may help and guide Council members in their discussion.

Mayor Vincent mentioned that he was going to recommend that the July 3rd Work Session be cancelled in lieu of the Fireworks After Dark event being held on the same date which would make the topic not coming before Work Session again until August. There was a general consensus to move the land bank topic to the August 7, 2024, Work Session.

REQUEST ADOPTION OF RESOLUTION NO. 2024-06-01 TO GRANT A CONDITIONAL USE PERMIT TO HIGH BRIDGE SOLAR, LLC TO ALLOW FOR A UTILITY SCALE SOLAR FACILITY

Mr. Pairet made a motion to adopt Resolution No. 2024-06-01 to grant a conditional use permit to High Bridge Solar, LLC to allow for a utility scale solar facility, seconded by Mr. Hunter, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hunter, and Reid voting “yes”, and Council member Hardy voting “no”, the motion passed.

BACKGROUND: At their April 17, 2024 meeting, the Farmville Planning Commission recommended Council approval of a conditional use permit to allow for a utility service, major (utility scale solar facility) per Town Code Section 29.22.a. subject to town attorney review of compliance with VA State Code Section 15.2-2232 with conditions. A Public Hearing was held on June 12, 2024.

Resolution #2024-06-01

To grant a conditional use permit to High Bridge Solar, LLC to allow for a utility service, major (utility scale solar facility) per Town Code Section 29-22 (a). located on a 131-acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential.

WHEREAS, High Bridge Solar, LLC filed an application for a conditional use permit to allow a utility service, major (utility scale solar facility) per Town Code Section 29.22.a. located on a 131 acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential; and

WHEREAS, High Bridge Solar LLC has agreed to the attached conditions; and

WHEREAS, High Bridge Solar, LLC is agreeing to a Siting Agreement; and

WHEREAS, after a public hearing and due consideration, the Planning Commission recommends approval of this conditional use permit; and

WHEREAS, the Town Council finds that the conditional use permit application complies with Town Code Section 29-22 (a); and

WHEREAS, upon recommendation of the Planning Commission and after holding a public hearing on this Resolution, the Town Council finds that the public necessity, convenience, general welfare, and good planning and zoning practice allows for this conditional use permit be granted; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council grants a conditional use permit to High Bridge Solar, LLC to allow for a utility service, major (utility scale solar facility) per Town Code Section 29-22 (a). located on a 131-acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential with the attached conditions and with approval of a siting agreement.
2. This resolution shall be in full force and effect upon passage.

Approved:

Mayor

Attest: _____
Clerk of Council

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 _____.

High Bridge Solar Conditions for Conditional Use Permit

List of conditions to be placed on High Bridge Solar, LLC's Conditional Use Permit for a utility service, major located at the terminus of Cedar Avenue.

- (A) *Project narrative.* A narrative identifying the applicant, facility owner, site owner, and operator, if known at the time of the application, and describing the proposed energy facility, including an overview of the project and its location; the size of the site and the project area; the current use of the site; the estimated time for construction and proposed date for commencement of operations; the planned maximum-rated capacity of the facility; the approximate number, representative types and expected footprint of the equipment to be constructed, including without limitation photovoltaic panels; any ancillary facilities, if applicable; and how and where the electricity generated at the facility will be transmitted, including the location of the proposed electric grid interconnection.
- (B) *Site plan.* Regulated under Section 29-13.e. of the Town Code.
- (C) *Documentation of right to use property for the proposed facility.* Documentation shall include proof of control over the proposed site or possession of the right to use the proposed site in the manner requested. The applicant may redact sensitive financial or confidential information.
- (D) *Decommissioning plan; security.*
 - (1) The applicant shall provide a detailed decommissioning plan that provides procedures and requirements for removal of all parts of the energy generation facility and its various structures at the end of the useful life of the facility or if it is deemed abandoned pursuant to section 53-160. The plan shall include the anticipated life of the facility, the estimated overall cost of decommissioning the facility in current dollars, the methodology for determining such estimate, and the manner in which the project will be decommissioned. The decommissioning plan and the estimated decommissioning cost will be updated upon the request of the zoning administrator, provided the update shall be no more frequently than once every five years and no less frequently than once every ten years.
 - (2) Prior to operation, the applicant must provide security in the amount of the estimated cost of the decommissioning. Options for security include a cash escrow, a performance surety bond, a certified check, an irrevocable letter of credit, or other security acceptable to the town in an amount equal to the estimated decommissioning cost developed and updated in accordance with the decommissioning plan acceptable to the town. The security must remain valid until

the decommissioning obligations have been met. The security may be adjusted up or down by the town if the estimated cost of decommissioning the facility changes. The security must be renewed or replaced if necessary, to account for any changes in the total estimated overall decommissioning cost in accordance with the periodic updated estimates required by the decommissioning plan. At a minimum the decommissioning cost estimate shall be recalculated every five years and the surety increased when the recalculated estimate exceeds the guarantee by ten percent. Obtaining and maintaining the requisite security will be a mandatory condition of the special use permit. The security shall be in favor of the town and shall be obtained and delivered to the town before any construction commences.

- (3) The decommissioning plan, cost estimates, and all updates of those plans and estimates shall be sealed by a professional engineer.
- (E) *Liability insurance.* The applicant shall propose a reasonable amount of liability insurance that the applicant deems adequate to cover operations at the large and utility scale energy facility prior to the issuance of a building permit. Obtaining and maintaining the requisite liability insurance will be a mandatory condition of the special use permit.
 - (F) *Landscaping and screening plan.* The applicant must submit a landscaping and screening plan that addresses the vegetative buffering required in this article, including the use of existing and newly installed vegetation to screen the facility. The plan also must address the use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs and wildflowers in the project area and in the setbacks and vegetative buffering as required in this article.
 - (G) *Erosion and sediment control plan.* An erosion and sediment control plan must be approved prior to any land disturbing activity.
 - (H) *Stormwater management plan.* A stormwater management plan must be approved prior to any land disturbing activity exceeding one acre.
 - (I) *Virginia Cultural Resource Information System report.* A report by the Virginia Department of Historic Resources Virginia Cultural Resource Information System must be submitted to identify historical, architectural, archeological, or other cultural resources on or near the proposed facility.
 - (J) *Additional information.* If deemed relevant to the consideration of a special use permit application or the conditions to be included in any special use permit, the zoning administrator, planning commission or board of supervisors may require the applicant to submit any of the following information, either as part of the special use permit application or as a condition of any special use permit:
 - (1) As a condition of the special use permit, the applicant will be required to submit a construction plan, including a proposed construction schedule and hours of operation, before obtaining a building permit.

- (2) The identification and location of any existing large or utility scale energy facilities and any known proposed large or utility scale energy facilities within a five-mile radius of the proposed site.
 - (3) A report of impact on adjacent property values prepared by a qualified third party, such as a licensed real estate appraiser.
 - (4) An economic impact analysis prepared by a qualified third party that reports any expected change in the value of the subject property, expected employment during the construction of the facility, any expected impact on the town's tax revenues, the estimated costs to the town associated with the facility in the form of additional services, and the information on any our economic benefits or burdens from the facility that may be requested by the zoning administrator.
 - (5) A copy of the cultural resources review conducted in conjunction with the state department of historic resources for the permit by rule process shall be submitted by the applicant prior to the issuance of a building permit. This report shall be in addition to the report required in subsection (J)(1) and shall further identify historical, architectural, archeological, or other cultural resources on or near the proposed facility.
 - (6) A report on the potential impacts on wildlife and wildlife habitats at the site and within a two-mile radius of the proposed facility using information provided by the state department of game and inland fisheries or a report prepared by a qualified third party.
 - (7) A report on potential impacts on pollinators and pollinator habitats at the site, including but not necessarily limited to the submission of a completed site pollinator habitat assessment form as required by the zoning administrator.
 - (8) A glint and glare study that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use all reasonably available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare effects and address the potential health, safety, and visual impacts associated with glint and glare. Any such assessment must be conducted by qualified individuals using appropriate and commonly accepted software and procedures.
- (K) *Review fees.* The town may retain qualified third parties to review portions of a permit application that are outside the town's areas of expertise and do not have adequate state and federal review. Any out-of-pocket costs incurred by the town for such review by qualified third parties shall be paid by the applicant. The third-party reviewers and their estimated costs will be submitted to applicant for approval before the costs incurred. The town may, in the alternative, accept such review by qualified third parties selected, retained and paid by the applicant.

- (L) *Community meeting.* A public meeting shall be held prior to the public hearing with the planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed facility. The meeting shall adhere to the following:
- (1) The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time and location of the meeting, at least seven but no more than 14 days, in advance of the meeting date;
 - (2) The date, time and location of the meeting shall be advertised in a newspaper of record in the town by the applicant, at least seven but no more than 14 days, in advance of the meeting date;
 - (3) The meeting shall be held within the town, at a location open to the general public with adequate parking and seating facilities that will accommodate persons with disabilities;
 - (4) The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback; and
 - (5) The applicant shall provide to the zoning administrator with a summary of any input received from members of the public at the meeting.
- (M) *Post-application documentation and approvals.* All documentation required to be submitted to and approvals required from the town after the issuance of the permit shall, unless otherwise stated in the conditions attached to the conditional use permit, be submitted or obtained no later than the date of any application for a building permit for the facility. The failure or refusal to submit required documentation or obtain required approvals following the issuance of a conditional use permit shall result in the suspension of the conditional use permit and the denial of the building permit.

Location, appearance, and operational requirements.

The following requirements apply to large and utility scale energy facilities:

- (A) *Visual impacts.* The applicant shall demonstrate through project siting and proposed mitigation, if necessary, that the project minimizes impacts on viewsheds, including from residential areas and areas of scenic, historical, cultural, archaeological, and recreational significance. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare. The applicant shall provide written certification from a qualified expert acceptable to the town that the facility's panels incorporate and utilize anti-glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.
- (B) *Signage.* All signage on the site shall comply with the town sign ordinance, as adopted and from time to time amended. Appropriate warning signage and a 911 address sign shall be

posted in a clearly visible manner. Warning signage must identify the owner and include a 24-hour emergency contact phone number.

- (C) *Noise.* Noise levels from the facility at the property line shall not exceed 50 dB.
- (D) *Setbacks.* The project area shall be set back a distance of at least 75 feet from all public rights-of-way and main buildings on adjoining parcels, and a distance of at least 75 feet from adjacent property lines. Exceptions may be made for adjoining parcels that are owned by the applicant. Increased setbacks up to 100 feet and additional buffering may be included in the conditions for a particular permit. Energy facilities also shall meet all setback requirements for primary structures for the zoning district in which the facility is located in addition to the requirements set forth above. Access, erosion and stormwater structures, and interconnection to the electrical grid may be made through setback areas provided that such are generally perpendicular to the property line.
- (E) *Fencing.* The project area shall be enclosed by security fencing not less than six feet in height and equipped with an appropriate anti-climbing device such as strands of barbed wire on top of the fence. The height and/or location of the fence may be altered in the conditions for a particular permit. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be maintained at all times while the facility is in operation.
- (F) *Vegetative buffer.* A vegetative buffer sufficient to mitigate the visual impact of the facility is required. The buffer shall consist of a landscaped strip at least 15 feet wide, shall be located within the setbacks required under subsection (d), and shall run around the entire perimeter of the property. The buffer shall consist of existing vegetation and, if deemed necessary for the issuance of a special use permit, an installed landscaped strip consisting of multiple rows of staggered trees and other vegetation. This buffer should be made up of plant materials at least three feet tall at the time of planting and that are reasonably expected to grow to a minimum height of eight feet within three years. The planning commission or board of supervisors may require increased setbacks and additional or taller vegetative buffering in situations where the height of structures or the topography affects the visual impact of the facility. Noninvasive plant species and pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs and wildflowers must be used in the vegetative buffer. Fencing must be installed on the interior of the buffer. A recommendation that the screening and/or buffer creation requirement be waived or altered may be made by the planning commission when the applicant proposes to use existing wetlands or woodlands, as long as the wetlands or woodlands are permanently protected for use as a buffer. Existing trees and vegetation may be maintained within such buffer areas except where dead, diseased or as necessary for development or to promote healthy growth, and such trees and vegetation may supplement or satisfy landscaping requirements as applicable. If existing trees and vegetation are disturbed, new plantings shall be provided for the buffer. The buffer shall be maintained for the life of the facility.

- (G) *Pollinator habitats.* The project area will be seeded with appropriate pollinator-friendly native plants, shrubs, trees, grasses, forbs and wildflowers. The project area will be seeded promptly following completion of construction in such a manner as to reduce invasive weed growth and sediment in the project area. The owners and operator also are required to install pollinator-friendly native plants, shrubs, trees, grasses, forbs and wildflowers in the setbacks and vegetative buffering.
- (H) *Height.* Ground-mounted solar energy generation facilities shall not exceed a height of 20 feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to utility poles and the interconnection to the overhead electric utility grid. Roof mounted systems shall not exceed the maximum height requirements for the applicable zoning district by more than four feet.
- (I) *Lighting.* Lighting shall be limited to the minimum reasonably necessary for security purposes and shall be designed to minimize off-site effects. Lighting on the site shall comply with any dark skies ordinance the board of supervisors may adopt or, from time to time, amend.
- (J) *Density; location, size.* Large and utility scale energy facilities shall not be located within one mile of an airport unless the applicant submits, as part of its application, written certification from the Federal Aviation Administration that the location of the facility poses no hazard for, and will not interfere with, airport operations. In addition, no more than 5.5 percent of the land in a five-mile radius of the project area of any existing large or utility scale energy facility shall be approved for use as the project area for a new large or utility scale energy facility. In no case shall any energy facility exceed 2,513 acres. Projects consisting of multiple parcels shall be contiguous in order to be part of the same project.
- (K) *Utility connection.* No large or utility scale generation system shall be installed until evidence has been provided to the town that the owner has been approved by the appropriate electrical provider to interconnect.
- (L) *Repair of facility.* Solar panels and equipment shall be repaired or replaced when in visible disrepair. Such repairs include the restoration of non-reflective finish per manufacturer specifications.
- (M) *Entry and inspection.* The owners and/or operator will allow designated town officials access to the facility for inspection purposes, provided such inspectors will be subject to the owners' and/or operator's safety requirements and protocols while within the facility.

Unsafe or abandoned projects; decommissioning.

- (A) If an energy facility has been determined to be unsafe by the town building official, the facility shall be required to be repaired by the facility owner, site owner, or operator to meet federal, state, and local safety standards, or to be removed by the owners or operator. The owners or operator must complete the repair or removal of the facility, as

directed by the building official, within the time period allowed by the building official. If directed to do so by the building official, the owners or operator will remove the energy facility in compliance with the decommissioning plan established for the facility.

- (B) If any energy generation facility is not operated for a continuous period of 12 months, the town may notify the facility owner by registered mail and provide 45 days for a response. In its response, the facility owner shall set forth reasons for the operational difficulty and provide a reasonable timetable for corrective action. If the town deems the timetable for corrective action unreasonable, it may notify the facility owner, and the facility owner shall ensure removal of the facility in compliance with the decommissioning plan established for the facility.
- (C) At such time as an energy facility is scheduled to be abandoned or cease operation, the facility owner shall ensure the zoning administrator is notified in writing.
- (D) Within 365 days of the date of abandonment or non-operation, whether as declared by the town under subsection (B) or as scheduled by the owners or operator under subsection (C), the facility owner shall ensure the physical removal of the energy facility in compliance with the decommissioning plan established for such facility. This period may be extended at the request of the owners upon approval of the board of supervisors.
- (E) When the facility owner, site owner, operator or other responsible parties decommission an energy facility, he shall handle and dispose of the equipment and other facility components in conformance with federal, state and local requirements. All equipment both above and below ground must be removed as part of the decommissioning plan. This shall include but not be limited to above and below ground tanks, cables, fencing, debris, structures or equipment to include foundations and pads and the restoration of the land and related disturbed areas to a natural condition or other approved state.
- (F) "Natural condition" shall mean the stabilization of soil to a depth of three feet and restoration of site vegetation and topography to pre-existing condition, provided that the exact method and final site restoration plan shall be subject to site plan review and approval giving, among other items, consideration to impact upon future site use, environmental and adjacent property impacts. The zoning administrator may approve a request by the landowner to allow internal paths, roads, travel ways, landscaping, pads or other items which will serve a future permitted site use to remain. Where applicable, if the zoning administrator determines the restoration plan significantly deviates from the description and conditions approved by the board such plan shall require amendment of conditions through the zoning process.
- (G) If the facility owner, site owner, or operator fails to remove or repair any unsafe abandoned or non-operating energy facility after written notice, the town may pursue legal action to have the facility removed at the expense of the facility owner, site owner or operator, each of whom shall be jointly and severally liable for the expense of removing or repairing the facility. The town may call upon the decommissioning security to remove the facility.

REQUEST APPROVAL OF HIGH BRIDGE SOLAR, LLC SITING AGREEMENT

Mr. Hunter made a motion to accept approval of the High Bridge Solar, LLC Siting Agreement, seconded by Mr. Pairet, and with a recorded vote of Council members Pairet, Yoelin, Hunter, Reid, and Dwyer voting “yes”, and Council member Hardy voting “no”, the motion passed.

BACKGROUND: At the May 1, 2024, Work Session, Town Manager Scott Davis provided the Council with an update from the April Planning Commission Meeting. A Public Hearing was held on June 12, 2024.

PROJECT SITING AGREEMENT

This Project Siting Agreement (“Agreement”), dated as of XXX, 2023 (the “Effective Date”), is by and between the Town of Farmville, Virginia, a political subdivision of the Commonwealth of Virginia (the “Town”) and High Bridge Solar, LLC, a Virginia limited liability company (“Applicant”). The Town and Applicant are herein each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS the Applicant intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility with a nameplate capacity of up to twelve (12) megawatts as measured in alternating current generation capacity (“MW”) (“Project”) on a single parcel of land identified as 0024000(OA)00-006 (the “Property”);

WHEREAS the Property contains a total of approximately 131 acres and is more fully described on a Development Plan which is attached hereto as **Exhibit A**, and to which Development Plan reference is hereby made for a more complete and accurate description of the Property;

WHEREAS the Applicant will apply to all federal, state, and local regulating authorities as needed for the Project and will seek to obtain all licenses, approvals, and permits required by law, regulation, or ordinance for the construction and operation of the Project;

WHEREAS after all required licenses, approvals, and permits are issued to the Applicant, and if the Applicant proceeds with the Project, the Applicant will commence development and operation of the Project in accordance with the terms of this Agreement, applicable building and zoning regulations, applicable conditional use conditions, and all other applicable federal, state, and local laws, ordinances, and regulations;

WHEREAS pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia (“Solar Projects Siting Act”) titled “Siting of Solar Projects and Energy Storage Projects,” the Applicant (as an applicant under the Solar Projects Siting Act) and the Town (as a Host Locality as defined in the Solar Projects Siting Act) may enter into a siting agreement (“Siting Agreement”) for a Solar Project (as defined in the Solar Projects Siting Act) to mitigate certain impacts of a solar project such as the Project on the Town;

WHEREAS the Project is a “solar project” within the meaning of Virginia Code § 15.2-2316.6, and pursuant to Virginia Code § 15.2-2316.7, the Project is eligible for a Siting Agreement;

WHEREAS after negotiation between the Town and the Applicant, the Parties desire to enter into this Agreement to mitigate certain potential impacts of the Project on the Town and to provide for Payments (as defined below) from the Applicant to the Town as authorized by Virginia Code § 15.2-2316.7;

WHEREAS, pursuant to Virginia Code § 15.2-2316.9. C., approval of this Agreement shall deem the solar project to be substantially in accord with the comprehensive plan of the Town, thereby satisfying the requirements of Virginia Code § 15.2-2232.

WHEREAS Virginia Code § 58.1-2636 allows the Town to adopt an ordinance assessing an annual revenue share of up to \$1,400.00 per megawatt as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project ("Solar Revenue Share Ordinance");

WHEREAS on November 8, 2023, the Town adopted a Solar Revenue Share Ordinance [Ordinance No. 227];

WHEREAS, this Agreement is also intended to fulfill the requirements set forth in Virginia Code Section 15.2-2241.2 for the Applicant to enter into a written agreement to decommission solar energy equipment, facilities or devices in connection with local legislative approval of the Project or site plan approval of the Project;

WHEREAS the Applicant has agreed to the Payments and other terms contained herein; and

WHEREAS pursuant to the requirement of Virginia Code § 15.2-2316.8 (B), the Town has held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Town Council of the Town of Farmville ("Council") approved this Agreement.

NOW, THEREFORE pursuant to the Solar Projects Siting Act, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Applicant do hereby agree as follows:

Article I

Project Features, Conditions and Mitigation

1. Documentation of Site Control of Real Property. As a condition precedent to Town approval of this Agreement, Applicant agrees to provide Town with current copies of any real property lease agreements for the Property associated with the Project. Applicant may redact sensitive financial or confidential information. Thereafter, should the terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the Town. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the Town.

2. Decommissioning and Periodic Adjustment of Surety Bond. The Parties agree that a surety bond to cover the costs of decommissioning Applicant's facilities is required. Further, the Applicant recognizes the protection this provides for the Town taxpayers and does not desire to shift that expense to them should the Applicant or its successors or the landowner not be able to comply with the decommissioning requirements; and Town recognizes that the surety bond is an expense to be incurred by the Applicant encumbering funds that could otherwise go directly towards investing in the Project or other potential projects. In recognition of these factors, the Parties

desire for the bond and the costs for such to accurately reflect the associated decommissioning costs being insured. Therefore, the Applicant, or its successor, agrees to update the gross estimated costs of decommissioning every ten (10) years. The bond or surety amount shall be adjusted accordingly to ensure it accurately reflects the costs associated with decommissioning.

3. Right of Entry for Enforcement and Decommissioning.

A. **Enforcement.** Applicant and the Town acknowledge and agree that the Town, its personnel and duly authorized agents shall have the express right of entry upon the Project parcels for the purposes of inspecting solar panels, battery storage facilities and all appurtenant facilities. The Town shall provide twenty-four (24) hour notice to the Applicant prior to making such entry for any inspection or enforcement purposes. No prior notice shall be required to enter the Project in the event of an emergency that constitutes an immediate danger to life or property.

B. **Decommissioning.** If the Applicant fails to decommission the Project, the Town shall have unrestricted access the Project to effect any and all tasks, as necessary, to decommission solar panels, battery storage equipment, and all appurtenant facilities and restore the parcels to substantially the same condition that existed prior to construction of the solar facilities and as provided by Va. Code § 15.2- 2241.2, as it may be amended through the Termination Date as defined in this Agreement. Such access rights shall remain in effect through decommissioning regardless of whether Va. Code § 15.2-2241.2 is repealed or otherwise limited in scope from the access rights it provides the Town as of the date of execution of this Agreement.

4. Permits and Approvals. As part of the process to obtain approval to construct, own, and operate the Project, the Applicant obtained a conditional use permit (“CUP”) from the Town for the Project. The Project approved by the CUP shall be constructed, operated, and decommissioned in accordance with the CUP Conditions which are attached hereto as Exhibit B, incorporated herein by reference and which shall apply equally to the CUP approved by Council. Violation by the Applicant or by any of the Applicant’s agents, assigns, or successors in interest of any terms and conditions of the CUP or of any other applicable zoning requirement(s) shall constitute a violation of this Agreement and of the CUP. Pursuant to Code of Virginia § 15.2-2316.9, the terms of this Agreement (including the Conditions and the Development Plan) shall control over any local ordinance(s) and/or regulation(s) which are inconsistent herewith.

As part of the consideration for this Agreement, the Town will use its best efforts to support and cooperate fully with the Applicant’s efforts to obtain necessary licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the Town. The Town will make available to the Applicant, upon request, access to all records and data in its possession or control pertaining to the Project. The Town will process expeditiously requests for permits and other approvals required by Town ordinances. The Town will take no action intended to frustrate or prevent the Applicant from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and

zoning, including any conditional use permit. Provided however, nothing herein shall be construed to require Council to exercise any legislative function in favor of the Applicant. Project construction shall be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP and the approved final site plan.

6. Operations and Maintenance. The Applicant will assume all liabilities and duties for compliance with all applicable laws, regulations, and ordinances, licenses, approvals, and permits applicable to the Project. The Applicant will operate the Project in compliance with all applicable laws, regulations, ordinances, licenses, approvals, and permit requirements.

Article II

1. Voluntary Payment. Upon the Town's approval of the Project's Final Site Plan, the Applicant shall make a voluntary payment of Sixty-Thousand and 00/1000 Dollars (\$60,000)(the "Voluntary Payment") shall be made to the Town to assist with community capital needs. The Voluntary Payment shall be separate and distinct from the amounts owed pursuant to the Solar Revenue Share Ordinance, and all real estate taxes owed. Anticipated total payment to the Town are set forth in Schedule A.

2. Statutory Structure of Payment; Statement of Benefit. The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316. et seq., the Voluntary Payment is authorized by statute and that it acknowledges, it is bound by law to make the Voluntary Payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the Town community. Additionally, Applicant acknowledges that this Agreement provides for a clear and with a predictable stream of future payments to the Town in values fair to both Parties.

3. Use of Payments by the Town. The Town plans to apply the Voluntary Payment to critical infrastructure projects to improve citizen quality of life, including but not limited to expanding educational opportunities and paying for public school infrastructure (including debt service payments), health care (telehealth) and economic development through significant investments in broadband deployment throughout the Town to the extent authorized by statute. Notwithstanding the above, the Voluntary Payment may be used for any of the following purposes: (a) to fund the capital improvement program (CIP) of the Town (b) to meet capital needs set out in the current fiscal budget of the Town, (c) address capital needs set out in a fiscal fund balance policy that may be adopted by the Town; (d) support the deployment of broadband in the Town, all as permitted by Virginia Code § 15.2-2316.7.

4. Cost Reimbursement. Provided that this Agreement is approved and executed, the Applicant will reimburse to the Town within thirty days of the date of each invoice from the Town all actual, reasonable costs and fees incurred for professional services engaged for purposes of assisting the Town with Conditional Use Permit application issues and during the negotiation of this Agreement, the Site Plan application process and during construction, including, but not limited to, legal fees and consulting fees related to the site and building permits (such as stormwater permitting) (the "Cost Reimbursement Payments"). The purpose of the reimbursement payments is

to defray the costs and expenses incurred by the Town in connection with (i) the negotiation and execution of this Agreement, (ii) the zoning and permitting processes related to the approval of the Project, (iii) the permitting process with federal and state agencies, as applicable, and (iv) the construction of the Project, including, but not limited to, fees incurred to employ professionals to assist with inspections. Should the Conditional Use Permit application submitted by the Applicant for the Project not be approved by the Town, no reimbursement under this paragraph will be owed by the Applicant to the Town.

5. Prior to the end of construction of the first phase of the Project, the Applicant, shall hold training classes with the Town's first responders (Fire and Rescue) to provide materials, education, and training on responding to on-site emergencies, to include the provision of information (including approved site plans and construction plans) and any necessary equipment to allow first responders to gain access to any part of the facility in the event of an emergency. The training classes shall be scheduled with the assistance of the Town's [Public Safety Coordinator] or designee. The Applicant shall provide on-going training as deemed necessary by the [Public Safety Coordinator] or designee.

- A. In the event any upgrades or changes in technology associated with the Solar facility results in any change in emergency procedure, including the manner of access to the facility, the Applicant will notify the Public Safety Coordinator, who may, at their discretion, schedule an additional training on the new equipment.

Article III **Miscellaneous Terms**

1. **Term; Termination.** This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Applicant shall have no obligation to make Payments after the Termination Date. The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

2. **Mutual Covenants.** The Applicant covenants to the Town that it will pay the Town the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the Town covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. **No Obligation to Develop.** The Applicant has no obligation to develop the Project and this Agreement does not require any Payments until after the Commercial Operation Date. Any test energy or other energy produced prior to the Commercial Operation date shall not trigger payment under Article II of this Agreement. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Applicant to terminate, defer, suspend or modify

plans to develop the Project shall be deemed a default of Applicant under this Agreement.

4. Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Upon such assumption, the sale, transfer, lease or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the Town to memorialize the assignment and assumption by the purchaser or transferee.

5. Memorandum of Agreement. A memorandum of this Agreement, in a form acceptable to the Town Attorney, shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Prince Edward, Virginia. Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses to not develop the Project, in its sole discretion, the Town shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

6. Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

Town of Farmville, Virginia
116 N Main Street
Farmville, Virginia 23901
Attn: C. Scott Davis, Town Manager

With a copy to:
[Town Attorney]

High Bridge Solar
c/o Inovateus Solar
19890 State Line Road
South Bend, Indiana 46637
Attn: Alexandria H. Walling, Director of Development

With a copy to:
M. Ann Neil Cosby, Esq
GreeneHurlocker, PLC
4908 Monument Avenue
Richmond, Virginia 23230

The Town and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

7. Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF PRINCE EDWARD COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

8. Confidentiality. This Agreement, once placed on the docket for consideration by Council, is a public document, subject to production under the Freedom of Information Act (FOIA). The Town understands and acknowledges the Applicant, and as applicable, their associates, contractors, partners and affiliates utilize confidential and proprietary “state-of-the-art” information and data in their operations (“Confidential Information”), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the Town. The Town acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the Town by the Applicant. Applicant agrees to clearly identify any information it deems to be Confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the Town. The Town agrees that, except as required by law and pursuant to the Town’s police powers, neither the Town nor any employee, agent or contractor of the Town will (i) knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of Local, State or Federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the Town will contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the Town and defend against disclosure of the Confidential Information. The Town agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

9. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such

conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary Town meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. Entire Agreement. This Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all parties hereto.

11. Construction. This Agreement was drafted with input by the Town and the Applicant, and no presumption shall exist against any Party.

12. Force Majeure.

A. "Force Majeure Event" means the occurrence of:

- (i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the Project, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Applicant or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for that are materially worse than those encountered in the Town during the twenty (20) years prior to the Effective Date;
- (iv) tempest, earthquake, or any other natural disaster of overwhelming proportions; disruption of operations resulting from any plane crashing into the Project to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Applicant's payment obligations hereunder;
- (v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;
- (vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and

which the affected party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

B. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

C. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

D. Applicant will, and will ensure that its Subcontractors will, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of Applicant's obligations under this Agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

E. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

F. Should paragraph (A) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the parties must endeavor to agree any modifications to this Agreement (including without limitation, determination of new revenue sharing payments) that are equitable having regard to the nature of the ability of Applicant to continue to meet its financial obligations to the Town.

G. For the avoidance of doubt, Force Majeure shall not include (i) financial distress nor the inability of either party to make a profit or avoid a financial loss, (ii) changes in market prices or conditions, or (iii) a party's financial inability to perform its obligations hereunder.

13. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority or interest in, under or because of the existence of, this Agreement.

14. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the Effective Date.

HIGH BRIDGE SOLAR, LLC

By: _____
Name: _____
Title: _____

TOWN OF FARMVILLE, VIRGINIA

By: _____
Name: _____
Title: Chair, Town Council

Approved as to form:

By: _____
Town Attorney

SCHEDULE A

Year	Reassessed Real Estate Tax at \$XXXXX/acre (assumed)	Revenue Share	Voluntary Payment	Total Revenue
Site Plan Approval			\$60,000	\$60,000
1	\$770	\$16,800		\$17,570
2	\$770	\$16,800		\$17,570
3	\$770	\$18,500		\$19,270
4	\$770	\$18,500		\$19,270
5	\$770	\$18,500		\$19,270
6	\$770	\$18,500		\$19,270
7	\$770	\$18,500		\$19,270
8	\$770	\$20,300		\$21,070
9	\$770	\$20,300		\$21,070
10	\$770	\$20,300		\$21,070
11	\$770	\$20,300		\$21,070
12	\$770	\$20,300		\$21,070
13	\$770	\$22,400		\$23,170
14	\$770	\$22,400		\$23,170
15	\$770	\$22,400		\$23,170
16	\$770	\$22,400		\$23,170

17	\$770	\$22,400		\$23,170
18	\$770	\$24,600		\$25,370
19	\$770	\$24,600		\$25,370
20	\$770	\$24,600		\$25,370
21	\$770	\$24,600		\$25,370
22	\$770	\$24,600		\$25,370
23	\$770	\$27,100		\$27,870
24	\$770	\$27,100		\$27,870
25	\$770	\$27,100		\$27,870
26	\$770	\$27,100		\$27,870
27	\$770	\$27,100		\$27,870
28	\$770	\$29,800		\$30,570
29	\$770	\$29,800		\$30,570
30	\$770	\$29,800		\$30,570
31	\$770	\$29,800		\$30,570
32	\$770	\$29,800		\$30,570
33	\$770	\$32,700		\$33,470
34	\$770	\$32,700		\$33,470
35	\$770	\$32,700		\$33,470
36	\$770	\$32,700		\$33,470
37	\$770	\$32,700		\$33,470
38	\$770	\$36,000		\$36,770
39	\$770	\$36,000		\$36,770
40	\$770	\$36,000		\$36,770
Total:				\$1,109,400

**EXHIBIT A
DEVELOPMENT PLAN**
Full exhibit follows

REQUEST ADOPTION OF ORDINANCE NO. 233 ZONING AMENDMENT – SIDEWALKS

Mr. Hunter made a motion to adopt Ordinance No. 233 Zoning Amendment – Sidewalks, seconded by Mr. Yoelin, and with a recorded vote of Council members Yoelin, Hunter, Hardy, Reid, Dwyer, and Pairet voting “yes”, the motion passed.

BACKGROUND: At their April 17, 2024, meeting, the Farmville Planning Commission recommended Council approval to amend regulations contained in Section 29-62.d.9.d – Sidewalks to require dedication of land construction of sidewalks in residential districts, R-1, R-2, and R-3, and to amend Section 29-13.e.4.c. to require the construction of sidewalks for projects that must submit a site plan, with changes: Revise Section 29-13.e.4.c. 16. to read; Construction of a 5’ sidewalk along the street or roadway and a 5’ sidewalk leading to the structure.

Council member Hardy mentioned receiving a few calls concerning the proposed amendment due to the potential increase in property costs and the possibility of making a property less easy to sell. Calls were also received in favor of having sidewalks and being able to walk from one place to another.

Town Manager Davis reported that in most localities a developer would be required to install sidewalks which interconnect when a new subdivision is being developed. The town did not require this in the past. Examples of developments were mentioned that should have had sidewalks when the developments were established with the cost being on the developer. The new policy would be if there is any new residential development.

A Public Hearing was held on June 12, 2024.

ORDINANCE NO. 233

Amending Section 29-13 (e) (4) (c) Site Plan of Article I – In General of Chapter 29 – Zoning and Subdivision and Section 29-62 (9) (d) Lots of Article VI - Subdivisions of Chapter 29 – Zoning and Subdivision.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Section 29-13 (e) (4) (c) Site Plan of Article I – In General of Chapter 29 – Zoning and Subdivision is amended by adding item 16 as follows:

16. Construction of a 5' sidewalk along the street and roadway and a 5' sidewalk leading to the structure.

2. That Section 29-62 (9) (d) Lots of Article VI - Subdivisions of Chapter 29 – Zoning and Subdivision is amended by requiring sidewalks on properties zoned R-1, R-2, and R-3 as follows:

d. Sidewalks. As allowed by Code of Virginia, § 15.2-2242(9), the town requires the dedication of land and construction of a **5'** sidewalk on the property in the B-1, B-2, and B-3, ***R-1, R-2, and R-3*** zoning districts being subdivided or developed when one (1) of the following applies:

1. The land fronts on an existing street;
2. Is adjacent to an existing sidewalk;
3. Is reasonably required by the proposed development, or
4. Is in the adopted comprehensive plan.

Nothing in this section shall alter VDOT's authority to require sidewalks.

3. This ordinance shall be in full force and effect upon approval.

Approved: _____

Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

The Honorable John Hardy _____.

**REQUEST ADOPTION OF RESOLUTION NO. 2024-06-02 ALLOWABLE COST POLICY –
FEDERAL REGULATIONS**

Mr. Hardy made a motion to adopt Resolution No. 2024-06-02 Allowable Cost Policy – Federal Regulations, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Hardy, Reid, Dwyer, Pairet, and Yoelin voting “yes”, the motion passed.

BACKGROUND: The Allowable Cost Policy will ensure compliance with federal cost principles under Title 2 U.S. Code of Federal Regulations Part 200 (Uniform Guidance) and provide guidelines for classifying direct and indirect charges to federally funded projects, ensuring all costs are allowable, reasonable, and allocable. The policy outlines responsibilities for the Finance Department, including monitoring costs, issuing notifications for non-compliance, and coordinating with the Town Manager for

unresolved issues. The policy will enhance fiscal integrity and compliance with federal regulations, supporting the efficient administration of federal awards.

The proposed policy was brought forward for discussion at the June 5, 2024, Work Session.

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ALLOWABLE COSTS AND COST PRINCIPLE POLICY

Section 1. PURPOSE

This policy outlines the procedures and guidelines for ensuring that all costs charged to federal awards are allowable under the relevant regulations. The aim is to establish a systematic approach for compliance with federal cost principles, ensuring fiscal responsibility and adherence to Title 2 U.S. Code of Federal Regulations Part 200, commonly known as Uniform Guidance (UG).

Section 2. POLICY

The Finance Department is responsible for administering the Allowable Cost Policy and ensuring compliance with federal regulations. This policy addresses the proper classification of direct and indirect charges to federal grant-funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the federal grant award terms and all applicable federal regulations in the UG.

Section 3. OBJECTIVES

- To ensure all costs charged to federal awards are allowable, reasonable, and allocable.
- To maintain fiscal integrity and compliance with federal regulations.
- To foster a cooperative and informed environment among departments regarding federal cost principles and compliance requirements.

Section 4. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using federal grant funds must meet the following general criteria:

- Be necessary and reasonable for the grant program's proper and efficient performance and administration.
- Be allocable to the federal award in proportion to the benefit received.
- Be authorized under state or local laws and regulations.
- Conform to any limitations or exclusions outlined in federal regulations.

- Be consistent with policies and procedures that apply uniformly to both federal awards and other activities of the Town of Farmville.
- Be adequately documented.

Section 5. PROCEDURES

Regular Review:

- All cost items related to federal awards must be reviewed regularly to ensure compliance.

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Courtesy Follow-up:

- If any cost item requires clarification or additional documentation, the responsible department will be contacted to resolve issues promptly.

Formal Notification:

- Departments with unresolved cost issues will receive a formal notification from the Finance Director. This notification will provide a new deadline for submitting the necessary documentation or adjustments.

Escalation:

- If issues remain unresolved after the formal notification, the matter will be escalated to the Town Manager. The Town Manager will formally notify the department of potential consequences for non-compliance, including possible reallocation of costs or disallowance.

Final Steps:

- If compliance is not achieved, the Finance Department will coordinate with relevant authorities to discuss further actions, including potential adjustments to the department's budget.

Section 6. RESPONSIBILITIES

Finance Department Responsibilities:

- Monitor and review cost items regularly.
- Initiate courtesy follow-ups and send formal notifications as needed.
- Coordinate with the town manager to escalate issues related to non-compliance.
- Maintain records of all communications and actions taken for each cost item.

Town Council:

- Review and approve the Allowable Cost Policy.
- Stay informed of the effectiveness of the policy and any significant issues related to cost allowability.

Section 7. SELECTED ITEMS OF COST

The UG specifies the allowability of fifty-five specific cost items. The Finance Department must ensure compliance with these guidelines when charging costs to federal awards. State laws, local regulations, and program-specific rules may further restrict certain costs. Exhibit A identifies and summarizes the Selected Items of Cost.

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Section 8. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each cost item be treated consistently in like circumstances as either a direct or indirect cost.

- **Direct costs** are expenses specifically associated with a particular federal-funded award-eligible project and can be directly assigned to such activities relatively easily with a high degree of accuracy.
- **Indirect costs** are incurred for a common or joint purpose benefiting more than one federal-funded award-eligible project and are not readily assignable to the project specifically benefited without effort disproportionate to the results achieved.

Section 9. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

Some special provisions of the UG apply only to states, local governments, and Indian Tribes. Refer to § 200.444, § 200.416, and § 200.417 for details on allowable and unallowable costs.

Section 10. COST ALLOWABILITY REVIEW PROCESS

Pre-approval Review:

- Before authorizing any federal award-funded project, the Town Manager and/or Finance Director must review proposed cost items to determine allowability and allocability.

Post-expenditure Review:

- After incurring an expenditure, the Finance Department will review the cost items listed on invoices or payment demands to ensure they meet allowability criteria.

Section 11. COST TRANSFERS

Any costs charged to a federal award that do not meet the allowable cost criteria must be removed and charged to a non-federal account. Failure to comply with this policy may result in questioned costs, audit findings, and potential repayment of disallowed costs.

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EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions

Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))

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Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions

Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions

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Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions

Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)

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Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439

Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)

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Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions

Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions

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Trustees	2 CFR § 200.475	Not specifically addressed
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OLD BUSINESS – PARKING FEES

Mayor Vincent provided an update on the previous discussion held at the June 5, 2024, Work Session about the minimum dollar rate for the parking meters and the contractual agreement with the ABM project. Mr. Pairet had brought up the possibility of being able to enter coins for a shorter period of time.

Town Manager Davis reported that the contract states \$1.00 per hour must be earned in year one with a total earned of \$27,501, and every five years an increase of \$0.50 would be made like what is being done now. After 20 years, the project should benefit a little over \$1.6 million. If the plan isn't followed and the amounts are reduced and the savings not met, ABM would not be required to pay the town. The agreement can't be changed, and the dollar rate per hour is recommended because that was the agreement, with the \$0.50 increase every five years.

The Town Manager continued by stating if Council is asking for the meters to be programmed for a different increment of change for time, but it still reaches a dollar per hour, staff is open to programming the change with the hope that the dollar rate per hour is met. Also to be fair, the change should be whether paying with coin, credit card, or the app.

Mr. Pairet clarified that as long as a total dollar per hour is met, with no difference in how it is done, the town is in compliance with the ABM contract. Town Manager Davis advised of the dollar per hour requirement and meet what ABM has projected the town to make in that year. Discussion was held on the increments for payment and the additional fees imposed for using a credit card. The Town Manager further advised the credit card transaction fee being on the consumer and a technology fee for the app as well.

There was a consensus from the Council to have the parking meters programmed to allow for \$0.50 for 30-minute increments being allowed using coin, card or app as long as the total adds

up to \$1.00 per hour. Mayor Vincent reminded all of the six free parking lots downtown with one lot being on Main Street, but parking is not allowed at night.

TOWN MANAGER'S REPORT

From a briefing provided at last month's meeting, an update was provided on the issue of water coming into the basement of the Town Hall building. The work was put out to bid and staff are waiting on a contract from a contractor. The Council will be updated once received.

The splashpad should be completed by Friday to include training for employees. A grand opening is anticipated for Friday, June 28th. From a request made by Council member Hunter, a security camera has been installed at the site.

Hurt & Proffitt is now working on the locations of the fire hydrants and age of the pipes for the asset management plan. The state is requiring a more detailed report on copper which is due by October 2024. Town staff do not know of any copper lines for joints left within the town's infrastructure, but this needs to be verified in any connection to residences. Council will be advised if assistance is needed by Hurt & Proffitt to complete the detailed report.

The proposed zoning changes for a portion of Griffin Boulevard will be before the Planning Commission next week then to Council next month.

It is hoped that favorable comments have been heard from Mr. Reid's and the At-large Council members' constituents concerning the new paved roads.

The Fireworks After Dark event will be held on July 3rd on Main Street and on a portion of High Street. *The Castaways* band will be performing this year, and at least ten food vendors are being planned.

As requested by Mr. Hunter, a spreadsheet is being completed and will be emailed to Council members tomorrow on the capital improvement items expended and items being rolled over to prior year.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Hardy thanked all for attending and for getting involved. Appreciation was also expressed to the Town Manager for his work.

Mr. Hunter offered thanks for the porta john provided on Andrews Drive. A request was made concerning the grass being cut on South Virginia and Bridge Streets.

Mr. Yoelin thanked all for their attendance, for everyone watching online and for the participation.

Mr. Pairet asked for clarification from Town Manager Davis as to when the changes will be made to the parking meters and how long before the changes take effect. It was reported the changes will be made in a few days.

Mr. Hunter asked about the height of the parking meters and if the clarity of the screen could be addressed. The Town Manager reported that the height could be measured and that the new meters use the same casing as the previous meters. ABM will be asked about the glare at the weekly meeting and if there is a product to help deflect the glare.

Mayor Vincent provided an update on several items:

- Fireworks After Dark event will be held downtown on July 3rd. Council members agreed to cancel the scheduled Work Session for that same night.
- Compliments were received about the excellent paving job being done in town. It was mentioned that it was a rare occasion to walk around the neighborhood and be stopped twice to have compliments made. Mayor Vincent expressed his appreciation.
- Attended two meetings with the National League of Cities Small City Council to discuss issues affecting small municipalities.
- He and Town Manager Davis attended a virtual meeting with representatives of an organization called Goodr which provides mobile grocery stores for areas in need.
- Attended two meetings for the Virginia Regional Economic Development Organization being established with the help of the Commonwealth Regional Council. One of the meetings was a consultation with the second to refine the mission for the organization.
- Attended board meeting in Richmond for the Department of Wildlife Resources.
- Attended the Virginia Municipal League's first Small Towns Conference held in Abington, VA, along with Town Manager Davis, Vice-Mayor Reid and Council member Yoelin.

Mayor Vincent reiterated from the last Work Session the ways to engage with the Council:

- 1) Council materials are available on the Town of Farmville website.
- 2) Council meetings are broadcasted live on the Town of Farmville's Facebook page and on YouTube. Recordings of the meetings also may be viewed post meeting.
- 3) *The Farmville Herald* provides reports, and they are commended for the great job of reporting on local government. A shout out was provided in support of local journalism.
- 4) Topics are recapped on the WFLO *Call Flo* AM show every Thursday morning after a Council meeting.

CLOSED SESSION: 2.2-3711 (A)(8)

On motion by Mr. Dwyer, seconded by Mr. Hunter, and with Council members Hardy, Reid, Dwyer, Pairet, Yoelin, and Hunter voting “yes”, Council went into closed session under the provisions of Paragraph A.8 of Section 2.2-3711, Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed session 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 session 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: Dwyer

SECOND: Hunter

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

NOES: None

ABSENT DURING VOTE: Amos

ABSENT DURING MEETING: Amos

Clerk of Council

With no further business, on motion by Mr. Hardy, seconded by Mr. Pairet, and with all in favor stating “aye”, the meeting adjourned at 8:11 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council

DRAFT

REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL
HELD ON JULY 10, 2024

At the regular meeting of the Farmville Town Council held on Wednesday, July 10, 2024, 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, and John Hardy.

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

Mayor Vincent called the meeting to order, and all guests were welcomed.

The Clerk called the roll, noting Council member Donald Hunter as absent.

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

ADOPTION OF AGENDA

Mr. Dwyer made a motion 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.

INTRODUCTION OF FARMVILLE FIRE DEPARTMENT NEW EMPLOYEE

Fire Chief Daniel Clark provided an introduction of the Department’s new firefighter, Jonathan Stolfus. Mr. Stolfus received welcome comments from the Council.

INTRODUCTION OF NEW HUMAN RESOURCES MANAGER

Amanda Zirkle was introduced by Town Manager Davis as the town’s new Human Resources Manager. Mayor Vincent offered a welcome to Ms. Zirkle.

PUBLIC HEARING – ORDINANCE NO. 228 – TO AMEND SECTIONS 15-122, 15-123, 15-127, 15-130, 15-135 AND DELETING SECTIONS 15-126 AND 15-131 OF DIVISION 3 OF ARTICLE III OF CHAPTER 15-MOTOR VEHICLES AND TRAFFIC

With no one signed up to provide comments, the public hearing was closed.

PUBLIC HEARING – ORDINANCE NO. 231 – TO AMEND SECTION 29-22(A) TABLE 1: ZONING USE MATRIX OF ARTICLE III OF CHAPTER 29 – ZONING AND SUBDIVISION

BY ALLOWING RESTAURANT, MOBILE BY CONDITIONAL USE PERMIT IN THE R-3 ZONING DISTRICT

With no one signed up to provide comments, the public hearing was closed.

PUBLIC HEARING – ORDINANCE NO. 232 – TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF FARMVILLE TO PROVIDE FOR THE REZONING OF PROPERTIES ALONG GRIFFIN BOULEVARD FROM HIGH STREET TO EDMUNDS STREET

With no one signed up to provide comments, the public hearing was closed.

PUBLIC HEARING – RESOLUTION NO. 2024-07-01 – TO AMEND THE COMPREHENSIVE PLAN TO REFLECT THE ZONING AMENDMENT IN ORDINANCE NO. 231 AND THE OFFICIAL ZONING MAP AMENDMENT IN ORDINANCE NO. 232

With no one signed up to provide comments, the public hearing was closed.

PUBLIC HEARING – RESOLUTION NO. 2024-07-02 – FOR A CONDITIONAL USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR SERVICE PER TOWN CODE SECTION 29-22.A. THE 0.836-ACRE SITE IS LOCATED AT 513 EAST THIRD STREET ON PARCEL 0023A04(23)08-002. THIS PROPERTY IS ZONED B-2 TRANSITIONAL COMMERCIAL

With no one signed up to provide comments, the public hearing was closed.

PUBLIC HEARING – RESOLUTION NO. 2024-07-03 – FOR A CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY DWELLING UNIT PER TOWN CODE SECTION 29-22.A. THE 4.500-ACRE SITE IS LOCATED AT 1406 SPOTTSWOOD DRIVE ON PARCEL 0023A13(0A)00-048. THIS PROPERTY IS ZONED R-1 LOW DENSITY RESIDENTIAL

With no one signed up to provide comments, the public hearing was closed.

PUBLIC COMMENT PERIOD

Carol Anderson, 2503 Layne Street, Farmville, VA, was present to voice her opposition to the proposed Israel Hill project on Layne Street. Emphasis was placed on an issue concerning the Layne Street residents and the lack of engagement received from Shawn Rozier of STEPS and Allison Bogdanovic with Virginia Supportive Housing. Ms. Anderson reported that their concerns for how this project will impact residents, and their property values have been met with disregard.

Monique Thomas, 2353 Layne Street, Farmville, VA, was present to voice her opposition to the Israel Hill project introduced to the community by STEPS. Ms. Thomas advised not being comfortable with low-income housing being built on Layne Street and that those residents were not notified until it was announced at a public meeting.

Leslie Forsythe, 2359 Layne Street, Farmville, VA, addressed the Council to report that the news of the Israel Hill project was handled poorly by STEPS and Virginia Supportive Housing.

Expecting an open public forum at the meeting she attended at the Moton Museum concerning the proposed project, Ms. Forsythe reported there was no acknowledgement of the Layne Street residents either verbally or on the aerial map included in the handout. She hopes the project can be relocated to an area that does not impact an already existing neighborhood.

Barbara Dickerson, 3266 Hixburg Road, Pamplin, VA, provided remarks on how the proposed residential project on Layne Street has affected the residents' present and possibly future home values. Ms. Dickerson noted the safety concern of having female-owned and operated established businesses in the area, referencing three local businesses by name. She asked the Council to consider the High Bridge State Park that passes through the property of the proposed project and what possible impact there might be for the widely used trail.

Lisa Elsaesser, 2505 Layne Street, Farmville, VA, addressed the Council concerning the Layne Street project. She noted the concerns of current and future loss of housing property values and reported the questions about the project are not being answered. Ms. Elsaesser asked how the community will support the homeless residents with jobs, transportation, and other needs, and asked about the financial impact on the Farmville community to support such a project. She noted the playground and the new water pad located within walking distance of the proposed facility.

Kylie Dyer, 2355 Layne Street, Farmville, VA, addressed the Council as part of the group who would be most affected by the Israel Hill project, a Layne Street homeowner and resident. Ms. Dyer spoke in opposition to the new housing initiative and advised that STEPS and Virginia Supportive Housing (VSH) have not provided information on the proposed project. She believes property values have been affected as a result. No data has been reported by STEPS and VSH to support having enough job opportunities for a new concentrated group of individuals and families who may need employment to support themselves nor how they plan to sustain the operation.

John Brown, 2355 Layne Street, Farmville, VA, was present to express his opposition to the Israel Hill Housing Project. Mr. Brown advised that the unwillingness of STEPS and VSH to notify property owners of their intentions and address their questions and concerns is extremely troubling. He reported that the lack of transparency towards the existing neighborhood on Layne Street leaves him no choice but to oppose the project.

Jeremy and Renee Dukes, 2511 Layne Street, Farmville, VA, were in attendance. Jeremy Dukes offered comments on the Israel Hill proposal and also spoke on the unhappiness with the project. Mr. Dukes reported he and his wife attended the meeting and announcement held at the

Moton Museum and there was no plan to hear from residents. The location of the proposed project and how it is being done by STEPS and VSH was reported as questionable.

With no one else signed up to speak, the public comment period was closed. Mayor Vincent provided a brief update. STEPS and Virginia Supportive Housing held a meeting on June 4, 2024, at the Moton Museum concerning the project. It is not a project that is before the Planning Commission or Town Council at this time. Appreciation was expressed to all who showed up to voice their concerns.

CONSENT AGENDA

Mr. Hardy made a motion to accept the Consent Agenda as presented, seconded by Mrs. Amos, and with all in favor stating “aye”, the motion passed. The Consent Agenda includes the draft minutes of the June 5, 2024, Work Session.

FINANCE REPORT

Mr. Hardy made a motion to approve the Finance Report as presented, seconded by Mr. Reid, and with all in favor stating “aye”, the motion passed.

BACKGROUND:

Finance Director Julie Moore reported on the Work Session reports for May 2024 due to the cancellation of the July 3rd meeting. The revenue compared to the budget should be approximately 92% but is below as previously reported due to some revenue that hasn't been recognized and some items in the budget not considered as true revenue. If those items were excluded, the revenue compared to the budget would be on target. The revenue compared to prior year is above in every fund except for the airport fund. As reported previously, there was a large project last year and this year there is not. The expenses to budget are well below 92% with two departments being over, the library and the economic development incentive department. Ms. Moore reported those departments will be on track by the year end. Expenses versus prior year are slightly above due to the purchase of items such as the OpenGov software and the splashpad.

Ms. Moore continued by providing the June 2024 Finance Report. For the ABM Project, \$16,654 was earned for the month of June. This income will go towards future payment on the project. There was \$115,309 earned for FY24 on the ABM project with the first payment being \$117,000 which almost was enough to cover with the interest earned. There was \$16,167 earned at the Virginia Investment Pool (VIP) in June, with a total earned of \$195,518 so far with VIP for FY24. There was \$21,434 earned in June in the sweep accounts with Benchmark and \$220,063

earned so far for FY24. There was \$33,956 earned income for June with the money placed at the Local Government Investment Pool (LGIP), with a total earned of \$427,409 with LGIP for FY24. In total, there was \$71,557 income for June, excluding the ABM Income. For FY24 a total of \$842,990 was earned in all investments during the year.

**REQUEST TO ADOPT ORDINANCE NO. 228 – CHAPTER 15 AMENDING PARKING
METER DIVISION**

Mr. Yoelin made a motion to adopt Ordinance No. 228, seconded by Mr. Pairet, and with a recorded vote of Council members Reid, Dwyer, Pairet, Yoelin, Hardy, and Amos voting “yes”, the motion passed.

BACKGROUND: A Public Hearing was held on the proposed ordinance at the May 8, 2024, Regular Council Meeting. Some community members voiced their concerns on the fine increase, so the topic was returned for discussion by Council at the June 5, 2024, Work Session. There was consensus from Council to keep the regular parking meter fine at \$25 but raise the handicapped and fire hydrant parking fines. A Public Hearing was held on the proposed ordinance on July 10, 2024, with no additional input being received.

ORDINANCE NO. 228

Amending Sections 15-122, 15-123, 15-127, 15-130, 15-135 and deleting Sections 15-126 and 15-131 of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Sections 15-122, 15-123, 15-127, 15-130, 15-131, 15-134, 15-135 be amended and Sections 15-126 and 15-131 be deleted of Division 3 of Article III of Chapter 15 – Motor Vehicles and Traffic of the Town of Farmville Town Code as follows:

Sec. 15-122. - Time of operation.

The provisions of this division shall apply to metered parking on the streets only between the hours of 8:00 a.m. and 6:00 p.m. *Monday through Saturday.* ~~and on days other than Sundays and the following holidays: Christmas Day, Easter Monday, July Fourth and Thanksgiving Day. Should Christmas Day or the Fourth of July in any year fall on Sunday, the Monday following shall be taken as the holiday for the purpose of the division~~

Sec. 15-123. - Installation, operation and maintenance.

In the parking meter zones established pursuant to section 15-121, the town manager is directed to provide for the installation or placing of parking meters, and the regulation, control, operation and use thereof in accordance with the provisions of this division, and to maintain such meters in

good working condition. Such parking meters installed in a parking meter zone shall be placed upon the curbing immediately adjacent to individual parking spaces, which are to be designated as provided in section 15-124. Each parking meter shall be placed or set in such a manner as to show or display a signal that the parking space assigned to it is or is not legally in use. Each parking meter installed upon any street shall be installed and set to display, upon ~~deposit of a United States of America coin or coins~~ *payment* in accordance with the schedule of charges for the metered parking ~~attached to the meter~~, a signal indicating legal parking time for the time purchased in depositing such ~~coin~~ *payment* for the part of the street upon which such meter is placed. Each meter shall be so arranged that, upon the expiration of such parking limit, or the portion thereof for which the necessary ~~coin~~ *payment* has been deposited, it will indicate by mechanical operation and proper signal that the lawful parking period has expired.

~~Sec. 15-126. — Deposit of coin; meter to indicate expiration of parking time.~~

~~When any vehicle shall be parked in any space alongside of or next to which a parking meter is located, the operator of such vehicle shall, upon entering the parking space, immediately deposit, or cause to be deposited, one (1) or more coins of the United States of America, as indicated on such meter, in such parking meter, and the parking space may then be lawfully occupied by such vehicle during the period prescribed as the parking time allowed in such zone, or the portion thereof for which the necessary coin has been deposited. If such vehicle shall remain in such parking space beyond the parking limit prescribed for such parking space, then upon the expiration of the parking limit, or the portion thereof for which the necessary coin has been deposited, the parking meters shall display a sign or signal showing illegal parking and, in which event, the vehicle parked in such parking space shall be considered as parked overtime and beyond the period, and the parking of a vehicle overtime in any such part of a street where any such meter is located shall be a violation of this section and punished as provided in section 15-135.~~

~~Sec. 15-127. - Parking overtime.~~

~~It shall be unlawful for any person to permit a vehicle to remain or to be parked in any parking space adjacent to any parking meter while such meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space. It shall be unlawful for any person to cause, allow, permit or suffer any vehicle to be parked overtime or longer than two (2) hours for any parking meter zone. ; enforceable twenty four (24) hours a day.~~

~~Sec. 15-130. - Violations; duty of officers; payment of fine.~~

~~(a) Each police officer charged with the duty of enforcing this division shall take the number of any meter at which any vehicle is overparked, the ~~vehicle tag number~~ *license plate number* and/or *registered information* of such vehicle, and ~~report the same to the police department and make proper complaint touching~~ *issue a parking citation for* such violation.~~

~~(b) Each officer shall attach to such vehicle a *parking citation* ~~notice to the owner thereof~~ that such vehicle has been parked in violation of a provision of the parking meter regulations and instructing such owner when and where to report with reference to such violation. Each such owner may, within thirty (30) days of the time when such notice was attached to such vehicle, pay to the ~~treasurer's~~ *finance* office a penalty for and in full satisfaction of such violation, the~~

~~sum of twenty five (\$25.00) the amount notated for each violation during which such vehicle occupied such parking space illegally. The failure of such owner to make such payment to the treasurer's finance office within thirty (30) days of the time when such notice was attached to such vehicle (this can be 30 days postmarked mail) shall render such owner subject to the penalties provided for in section 15-135.~~

~~(e) Vehicles parked in violation of this ordinance are subject to towing.~~

~~Sec. 15-131. — Deposits required levied as fees for certain purposes.~~

~~Coins Payments are required to be deposited in parking meters, by credit card, or by a pay app, as provided in this division, are hereby levied and assessed as fees to provide for the proper regulation and control of traffic on the public streets and to cover the cost of the supervision, inspection, installation, operation, maintenance, control and use of parking spaces and regulating the parking of vehicles in the parking meter zones hereby created.~~

~~Sec. 15-135. – Parking violation fines, penalty for non-payment, and removal or immobilization of vehicles.~~

~~Any person who does not pay the fine within fifteen (15) days from time when such notice was attached to such vehicle shall pay double the amount for all fines, with the exception of parking in a handicap space which will be two hundred dollars (\$200.00).~~

~~(a) Electric Vehicle While Charging Parking Only is \$25 fine.~~

~~(b) Following violations are \$25 fine if paid within 30 days after which is \$50 fine:~~

- ~~1. Violation of Meter Ordinance~~
- ~~2. Overtime Parking~~
- ~~3. Parking with Left Side to Curb~~
- ~~4. Parking on Sidewalk~~
- ~~5. Double Parking~~
- ~~6. Parking in Loading Zone~~
- ~~7. Blocking Driveway~~
- ~~8. Parking 20 feet of Intersection~~
- ~~9. Parking in Permit Zone~~
- ~~10. Resident Parking Only~~
- ~~11. Parking in Prohibited Zone~~
- ~~12. Yellow Painted Curb~~
- ~~13. No Parking at Anytime~~
- ~~14. No Parking – Designated Hours~~
- ~~15. No Parking – Dual Wheeled Vehicles~~
- ~~16. Expired Registration or State Inspection~~

~~(c) Following violations are \$75 fine if paid within 30 days after which is \$150 fine:~~

- ~~1. Parking within 15 feet of Fire Hydrant~~
- ~~2. Parking in a Fire Zone~~

~~(d) Parking in Handicapped Space is \$150 fine if paid within 30 days after which is \$200 fine.~~

~~(e) Any motor vehicle, vehicle, or trailer parked on a public highway, street, or public grounds in which the owner of such motor vehicle, vehicle or trailer has three (3) or more unpaid or otherwise unsettled parking violations notices or citations may have their motor vehicle, vehicle, or trailer removed or immobilized in a manner that will prevent its removal or lawful operation.~~

It is the duty of law enforcement personnel removing or immobilizing the motor vehicle, vehicle, or trailer to inform as soon as practicable the owner of the nature and circumstances of the prior unsettled parking violations for which the motor vehicle, vehicle, or trailer was removed or immobilized. In any case involving immobilization of a motor vehicle, vehicle, or trailer pursuant to this section, there shall be placed on the motor vehicle, vehicle, or trailer, in a conspicuous manner, a notice warning that the motor vehicle, vehicle, or trailer has been immobilized and that any attempt to move the motor vehicle, vehicle, or trailer might damage it. the owner of the removed or immobilized motor vehicle, vehicle, or trailer or other person acting on his behalf, shall be permitted to repossess or to secure the release of the motor vehicle, vehicle, or trailer by payment of the outstanding parking violation notices for which the motor vehicle, vehicle, or trailer was removed or immobilized and by payment of all costs incidental to the immobilization, removal, and storage of the motor vehicle, vehicle, or trailer and the efforts to locate the owner of the motor vehicle, vehicle, or trailer. Should the owner fail or refuse to pay such fines and costs, or should the identity or whereabouts of the owner be unknown and unascertainable, the ordinance may provide for the sale of the motor vehicle, vehicle, or trailer in accordance with the procedures set forth in § 46.2-1213.

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

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.

REQUEST TO ADOPT ORDINANCE NO. 231 ZONING AMENDMENT – MOBILE RESTAURANTS

Mrs. Amos made a motion to approve Ordinance No. 231, seconded by Mr. Pairet, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hardy, Amos, and Reid voting “yes”, the motion passed.

BACKGROUND: The Planning Commission met on June 20, 2024, and recommended approval of ZTA24-003 to Town Council to amend Section 29-22.a-Table 1: Zoning Use Matrix of Article III of Chapter 29-Zoning and Subdivision by allowing restaurant, mobile by Conditional Use Permit in the R-3 zoning district.

Town Manager Davis provided a verbal report on the request which included a brief history on a previous application for a conditional use permit and noted that Ordinance Nos. 231 and 232, and Resolution No. 2024-07-01 Comprehensive Plan Amendment are all tied together in his report. A previous conditional use permit application was for a neighborhood convenience store in the current zoning of R-1. The use that was proposed was more of a hydration through IVs and the sale of other items. Another person is now interested in placing mobile restaurants in the area. All Council members present asked questions, and a discussion was held. Community Development Director Ashley Atkins-Austin was available and fielded questions.

A Public Hearing was held on July 10, 2024.

ORDINANCE NO. 231

Amending Section 29-22 (a) Table 1: Zoning Use Matrix of Article III of Chapter 29 – Zoning and Subdivision.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Section 29-22 (a) Table 1: Zoning Use Matrix of Article III of Chapter 29 – Zoning and Subdivision is amended by allowing restaurant, mobile to be a conditional use in the R-3 District as follows:

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Use Types	R-1 Low Density Residential	R-2 Medium Density Residential	R-3 High Density Residential	R-4 Mobile Homes	B-1 Downtown Commercial	B-2 Transitional Commercial	B-3 Highway Commercial
B: By-right C: Conditional							
Residential							
Accessory Dwelling	C	B	B				
Group home	B	B	B				
Manufactured home				B			
Multi-family dwelling			B			C	B
Single family dwelling, attached	B	B	B			C	
Single family dwelling, detached	B	B	B			C	
Townhouse dwelling		B	B			B	C
Two-family dwelling		B	B			C	
Civic							
Cemetery	B						
Clubs			C		B	B	B
Education facility, college/university	C	C	C		C	C	C
Education facility, primary/secondary	C	C	C		C	C	C
Emergency shelter						B	B
Public assembly			C		C	C	
Public maintenance and service facility		C					C
Public use	C	C	C	C	B	B	B
Public park and recreation area	C	C	C	C	C	C	
Religious assembly	C	C	C		B	B	B
Shelter					B	B	B
Commercial							
Auction barn					C	C	C

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Automobile rental/leasing						C	B
Automobile repair service					C	C	B
Automobile sales						C	B
Bed and breakfast	C	C	C		B	B	
Brewery or distillery					C	C	B
Business or trade school					C	C	B
Car wash						C	C
Clinic					B	B	B
Commercial indoor recreation/amusement					B	B	B
Commercial outdoor recreation/amusement	C					C	B
Commercial vehicle repair							C
Communications service					B	B	B
Construction sales and service							B
Construction yard							C
Consumer repair service					B	B	B
Day care center	C	C	C		C	B	C
Equipment sales and rental							C
Family home day care	C	C	C		C	B	C
Farmer's market						B	B
Financial institution					B	B	B
Funeral homes						B	B
Garden center						B	B
Gasoline stations						B	B
Greenhouse, commercial						B	B

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Home occupations, class A	B	B	B	B			
Home occupations, class B			C		C	C	
Hospitals		C	C		C	C	C
Hotels, motels					B	B	B
Kennel						C	C
Laboratory, research, and development						B	B
Laundry, commercial							B
Life care facility			C			C	C
Manufacturing							C
Manufacturing, small-scale							B
Micro-brewery					B	B	B
Mini distillery					B	B	B
Mini warehouse						C	C
Mixed use structure					B	B	B
Nursing home			C			C	C
Office, general			C		B	B	B
Office, medical			C		B	B	B
Outdoor display						C	C
Personal improvement services			C		B	B	B
Personal services			C		B	B	B
Recycling center							C
Restaurant, general					B	B	B
Restaurant, mobile			C		B	B	B
Restaurants, drive in						C	B
Shopping center						C	B
Short-term rental business	B	B	B		B		
Specialty food shop			B		B	B	B
Store, adult							C

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Store, general					B	B	B
Store, grocery					B	B	B
Store, liquor					B	B	B
Store, neighborhood convenience	C	C	B		B	B	B
Store, specialty					B	B	B
Studio, fine arts					B	B	B
Tasting room					B	B	B
Tattoo parlor and/or body piercing salon						B	B
Transportation terminals						C	C
Veterinary hospital/clinic					C	C	B
Warehouse							B
Wholesale sales						C	B
Winery					C	C	B
Miscellaneous							
Accessory structure	B	B	B	B	B	B	B
Amateur radio tower	B	B	B	B	B	B	B
Broadcasting or communication tower	C	C	C			C	C
Cemetery, private	C						
Garage, private	B	B	B		C	C	C
Parking facility					C	C	C
Recreation facility, private	B	B	B			C	
Utility service, major	C	C	C			C	C
Utility service, minor	B	B	B	B	B	B	B

2. This ordinance shall be in full force and effect upon approval.

Approved: _____

Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Pairt _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

The Honorable John Hardy _____.

**REQUEST TO ADOPT ORDINANCE NO. 232 – OFFICIAL ZONING MAP CHANGE –
REZONING OF PROPERTIES ALONG GRIFFIN BOULEVARD FROM HIGH STREET TO
EDMUNDS STREET**

Mr. Reid made a motion to adopt Ordinance No. 232 – Official Zoning Map Change – Rezoning of Properties along Griffin Boulevard from High Street to Edmunds Street, seconded by Mr. Yoelin, and with a recorded vote of Council members Pairt, Yoelin, Hardy, Amos, and Reid voting “yes”, and Council member Dwyer voting “no”, the motion passed.

BACKGROUND: The Planning Commission met on June 20, 2024, and did not recommend approval of REZ24-001 to Town Council to amend the Official Zoning Map to provide for the rezoning of properties along Griffin Boulevard from High Street to Edmunds Street from R-1 to

R-3. Subject and adjacent property owners were notified by mail of the scheduled Public Hearing which was held on July 10, 2024.

Council member Yoelin provided comments for Council members to consider. He thinks it would be in the town's best interest to move forward with the zoning adoption as it would create a more walkable area and might encourage some good economic growth. He spoke on the variety of stores and services around college campuses and the captured audience it has.

After a motion and second was made, Council member Amos asked if the previous request for an intravenous (IV) bar was denied. Town Manager Davis advised that the request didn't fit under a conditional use because it was submitted as a neighborhood convenience store and didn't meet that definition criteria. Ms. Atkins-Austin added that the Planning Commission heard the case, but the applicant withdrew before the topic came before the Town Council. Mrs. Amos asked further if the topic could present itself again if this area is rezoned to R-3, with the Town Manager advising that a decision would still need to be made by the Council to give someone an ability on their property like what was done with Ordinance No. 231 to allow for a conditional use permit for mobile restaurants.

ORDINANCE NO. 232

Amending the Official Zoning Map of the Town of Farmville to provide for the rezoning of properties along Griffin Boulevard from High Street to Edmunds Street.

WHEREAS, the Town Council of the Town of Farmville has amended the Zoning Ordinance to allow mobile restaurants by conditional use permit in the R-3 District the Official Zoning Map needs to be amended to show certain properties rezoned to R-3; and

WHEREAS, the amended Official Zoning Map (Exhibit 1) reflects the changes in the Zoning Ordinance and serves as the Official Zoning Map of the Town; and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Farmville, this Zoning Map Amendment (Exhibit 1) repeals and replaces the current Zoning Map in its entirety; and

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

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

The Honorable Sallie O. Amos _____.

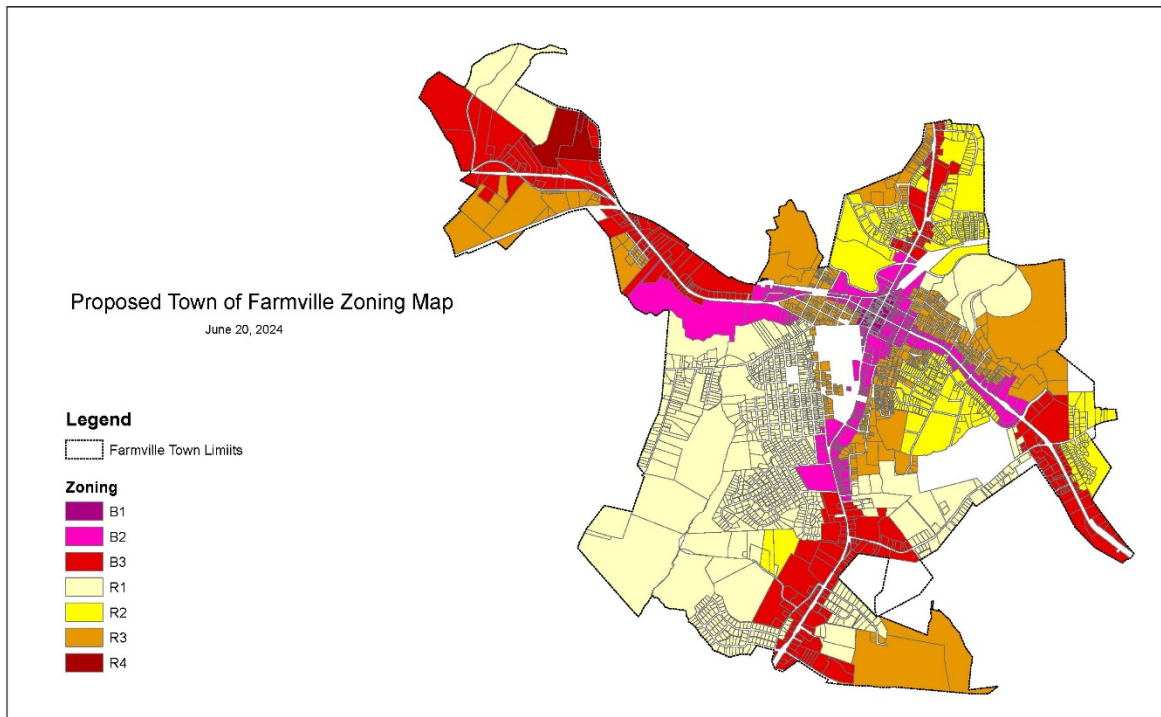
The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairet _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

The Honorable John Hardy _____.



REQUEST TO APPROVE RESOLUTION NO. 2024-07-01 – COMPREHENSIVE PLAN AMENDMENT TO REFLECT THE ZONING AMENDMENT IN ORDINANCE NO. 231 AND THE OFFICIAL ZONING MAP AMENDMENT IN ORDINANCE NO. 232

Mr. Hardy made a motion to adopt Resolution No. 2024-07-01 to amend the Comprehensive Plan to Reflect the Zoning Amendment in Ordinance No. 231 and the Official Zoning Map Amendment in Ordinance No. 232, seconded by Mr. Yoelin, and with a recorded vote of Council members Yoelin “aye”, Hardy, Amos, Reid, and Pairet voting “yes”, and Council member Dwyer voting “no”, the motion passed.

BACKGROUND: The Planning Commission met on June 20, 2024, and did not recommend adoption of Resolution No. 2024-07-01 to Town Council to amend the Comprehensive Plan Future Land Use Map to reflect the zoning amendment in ZTA24-003 and REZ24-001. A Public Hearing was held on July 10, 2024.

RESOLUTION NO. 2024-07-01

WHEREAS, the Town of Farmville seeks to establish an amendment to the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan is the Town’s key policy document for land use, development, housing, infrastructure, transportation, and related economic and social issues; and

WHEREAS, the Comprehensive Plan needs to be amended to reflect the zoning amendment in Ordinance 231 and the official zoning map amendment in Ordinance 232; and

NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of Farmville, this Comprehensive Plan Amendment repeals and replaces the adopted Comprehensive Plan in its entirety; and

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance was:

Adopted on its first reading on _____.

Ayes: _____. Nays: _____. Absent: _____. Abstain: _____.

The Honorable A.D. “Chuckie” Reid: _____.

The Honorable Sallie O. Amos _____.

The Honorable Daniel E. Dwyer _____.

The Honorable Tommy Pairret _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

The Honorable John Hardy _____.

REQUEST TO APPROVE RESOLUTION NO. 2024-07-02 FOR A CONDITIONAL USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR SERVICE AT 513 EAST THIRD STREET

Mr. Dwyer made a motion to approve Resolution No. 2024-07-02 for a Conditional Use Permit to allow an automobile repair service at 513 East Third Street, seconded by Mr. Pairet, and with a recorded vote of Council members Hardy, Reid, Dwyer, Pairet, and Yoelin voting “yes”, the motion passed. Council member Sallie Amos was absent during the vote.

BACKGROUND: Community Development Director Ashley Atkins-Austin provided a review of the request using a slideshow to provide some details. The Planning Commission added the condition to permit one storage trailer no larger than 10x40 feet to be placed to the rear of the structure for storage of tires.

An inquiry was made by Council member Hardy concerning the use of the term “storage trailer”. He suggested the term used be a little more defined. After a discussion, it was noted that a condition for the conditional use permit does state, “No exterior display or storage of new or used automobile parts is permitted.”

The Planning Commission met on June 20, 2024, and recommended approval of CUP24-003 with conditions for Melbin Abel Ramirez’ request for a conditional use permit to allow an automobile repair service per Town Code Section 29-22a. The 0.836-acre site is located at 513 East Third Street on Parcel 0023A04(23)08-002. The property is zoned B-2 Transitional Commercial. Adjacent property owners were notified by mail of the scheduled Public Hearing which was held on July 10, 2024.

Resolution #2024-07-02

To grant a conditional use permit to Melbin Abel Ramirez to allow for an automobile repair service per Town Code Section 29-22 (a). The 0.836 acre site is located at 513 East Third Street on Parcel 0023A04(23)08-002, which is zoned B-2 Transitional Commercial.

WHEREAS, Mr. Ramirez filed an application for a conditional use permit to allow an automobile repair service per Town Code Section 29.22.a. The 0.836 acre site is located at 513 East Third Street, on Parcel 0023A04(23)08-002, which is zoned B-2 Transitional Commercial; and

WHEREAS, Mr. Ramirez has agreed to the attached conditions; and

WHEREAS, after a public hearing and due consideration, the Planning Commission recommends approval of this conditional use permit; and

WHEREAS, the Town Council finds that the conditional use permit application complies with Town Code Section 29-22 (a); and

WHEREAS, upon recommendation of the Planning Commission and after holding a public hearing on this Resolution, the Town Council finds that the public necessity, convenience, general welfare, and good planning and zoning practice allows for this conditional use permit be granted; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council grants a conditional use permit to Melbin Abel Ramirez to allow for an automobile repair service per Town Code Section 29-22 (a). The 0.836 acre site is located at 513 East Third Street on Parcel 0023A04(23)08-002, which is zoned B-2 Transitional Commercial with the attached conditions.
2. This resolution shall be in full force and effect upon passage.

Approved:

Mayor

Attest: _____
Clerk of Council

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 Pairret _____.

The Honorable John Hardy _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

Melbin Abel Ramirez Conditions for Conditional Use Permit

List of conditions to be placed on Melbin Abel Ramirez’s Conditional Use Permit for an automobile repair service located at 513 East Third Street.

- All vehicles stored on the premises in excess of seventy-two (72) hours shall be placed in a storage yard.
- No exterior display or storage of new or used automobile parts is permitted.
- There shall be no storage of motor vehicles in landscaped areas or within ten (10) feet of the public road right-of-way.
- The use shall be designed to ensure proper functioning of the site in regards to vehicle stacking, circulation, and turning movements.
- Permit one storage trailer, no larger than 10’ by 40’, to be placed to the rear of the structure.

REQUEST TO APPROVE RESOLUTION NO. 2024-07-03 FOR A CONDITIONAL USE PERMIT TO ALLOW AN ACCESSORY DWELLING AT 1406 SPOTTSWOOD DRIVE

Mr. Dwyer made a motion to approve Resolution No. 2024-07-03 – Conditional Use Permit to Allow an Accessory Dwelling at 1406 Spottswood Drive, seconded by Mr. Reid, and with a recorded vote of Council members Amos, Reid, Dwyer, Pairret, Yoelin, and Hardy voting “yes”, the motion passed.

BACKGROUND: Community Development Director Ashley Atkins-Austin provided a review of the request using a slideshow to provide some details. It was noted that the applicant was in attendance to answer any questions.

Council member Pairret asked if the dwelling would continue to be there after the needs of what its presently being used for. The Town Manager reported once the conditional use permit is approved, its there until not used for more than two years and follows the property.

The Planning Commission met on June 20, 2024, and recommended approval of CUP24-004 with conditions for James and Lisa Gantt's request for a conditional use permit to allow an accessory dwelling unit per Town Code Section 29-22a. The 4.500-acre site is located at 1406 Spottswood Drive on Parcel 0023A13(0A)00-048. The property is zoned R-1 Low Density Residential. Adjacent property owners were notified by mail of the scheduled Public Hearing which was held on July 10, 2024.

Resolution #2024-07-03

To grant a conditional use permit to James and Lisa Gantt to allow for an accessory dwelling unit per Town Code Section 29-22 (a). Located on a 4.500 acre site at 1406 Spottswood Drive on Parcel 0023A13(0A)00-048, which is zoned R-1 Low Density Residential.

WHEREAS, Mr. and Mrs. Gantt filed an application for a conditional use permit to allow an accessory dwelling unit per Town Code Section 29.22.a. Located on a 4.500 acre site at 1406 Spottswood Drive on Parcel 0023A13(0A)00-048, which is zoned R-1 Low Density Residential; and

WHEREAS, Mr. and Mrs. Gantt have agreed to the attached conditions; and

WHEREAS, after a public hearing and due consideration, the Planning Commission recommends approval of this conditional use permit; and

WHEREAS, the Town Council finds that the conditional use permit application complies with Town Code Section 29-22 (a); and

WHEREAS, upon recommendation of the Planning Commission and after holding a public hearing on this Resolution, the Town Council finds that the public necessity, convenience, general welfare, and good planning and zoning practice allows for this conditional use permit be granted; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

3. The Town of Farmville Town Council grants a conditional use permit to James and Lisa Gantt to allow for an accessory dwelling unit per Town Code Section 29-22 (a). Located on a 4.500 acre site at 513 East Third Street on Parcel 0023A13(0A)00-048, which is zoned R-1 Low Density Residential with the attached conditions.

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

Approved:

Mayor

Attest: _____
Clerk of Council

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 Pairret _____.

The Honorable John Hardy _____.

The Honorable Donald L. Hunter _____.

The Honorable Adam Yoelin _____.

James and Lisa Gantt's Conditions for Conditional Use Permit

List of conditions to be placed on James and Lisa Gantt's Conditional Use Permit for an accessory dwelling unit located at 1406 Spottswood Drive.

- The structure shall comply with all setback requirements that apply to the primary structure.
- Any accessory dwelling shall comply with all applicable requirements of the state department of health and the Virginia Uniform Statewide Building Code.
- No signage advertising or promoting the existence of the structure shall be permitted on the exterior of the structure or anywhere on the property.

TOWN MANAGER'S REPORT

An update was provided regarding work being completed by the Public Works Department. There have been several water leaks in town, two on the main feed line on West Third Street in two different areas, South Main Street and Sixth Avenue. There also was a tree in a sewer main earlier in the week that had to be fixed.

A meeting with ABM staff and their contractor was held concerning the water meter replacements which are anticipated around mid-September depending on the quantity of meters to be delivered. The roof improvements, energy and water efficiencies and conservations for the buildings and lighting have been completed as well as the parking meters. Work is hopefully being finished on the EV chargers as far as the electrical inspection and some other items that need to be updated. Work is being coordinated through Dominion Energy for the solar at the water and wastewater plants which could probably be one of the last items to be completed.

Council member Pairet asked if ABM staff have been asked or do they have a solution for the glare on the parking meters. Town Manager Davis advised that IPS reported they hear about the glare on a regular basis and that there is no remedy other than lowering or tilting the meters to allow for better viewing. Town staff are looking at cutting the poles two inches to reduce the height to see if that will help most individuals see the screen. From an inquiry made by Council member Yoelin, Town Manager Davis reported the burden will be on the town to lower the height, as the poles are town property. Only the meters were supplied to fit in the existing casings.

Hurt & Proffitt began looking into manholes this week to evaluate the age of the sewer lines.

The conversion of chlorine gas to liquid is still moving forward as the Department of Environmental Quality has approved the drawings for the wastewater treatment plant. The drawings for the water treatment plant will be sent today to the Virginia Department of Health to seek approval of the change.

Representatives from the pump manufacturer for the splashpad were here this week for a meeting and were able to get one pump working again. The motor is burnt in the second pump. It is hoped the pump will arrive tomorrow with installation by the first of next week. Staff plan to run the equipment to ensure it is working properly, have tests run through the water treatment plant, and then reopen. The tank replacement has been ordered and anticipated to arrive in four weeks but will not be replaced until after Labor Day when the site is shut down. The old tank will be dug up and the new one placed. The site will be winterized and reopen next Memorial Day.

The Planning Commission will be looking at the fence ordinance again this month and a restaurant site plan at the former Car Coop location.

The Virginia Department of Transportation (VDOT) will be holding a public hearing on the roundabout project at Oak, Griffin and High on July 16, 2024, from 4:00 to 6:00 PM at their Commerce Road location.

VDOT will begin paving West Third Street from the bridge to the trail overpass with state of good repair funding. All work will be performed by VDOT's paving contractor, Colony.

A thank you was provided to all the town staff, Public Works, Fire and Police Departments, and everyone who assisted with the Fireworks After Dark event held on July 3rd. He specially thanked his assistant, Jackie Vaughan, who coordinated the event and gathered the vendors, and to the Farmville Downtown Partnership for their assistance in organizing the businesses to have popup shops on the end of Main Street, and for the businesses that stayed open during the event.

From an inquiry made by Council member Pairet, the Town Manager reported on the timeframe for the work being completed by Hurt & Proffitt. A December 2024 date was reported as a goal by Hurt & Proffitt to provide a report to the town.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Yoelin reported on the phenomenal work by Town staff for the fireworks display this year. He thanked everyone for their attendance and those who chose to speak up. A remark was made from a text received concerning the home audience being unable to hear when comments are made at the podium microphone. He asked if the volume could be accentuated for the online viewers as this topic has been heard before and needs to be addressed. Town Manager Davis advised that staff would look into the issue and contact the company that installed the equipment.

Mr. Pairet remarked that he could not be happier regarding the fireworks event and reported receiving no complaints. A thank you was expressed to the town staff, and everyone involved.

Mr. Dwyer provided likewise remarks concerning the fireworks and thinks it was a good evening for everyone.

Mr. Reid reported hearing from everyone that the fireworks were good.

Mayor Vincent echoed the sentiments being made about the fireworks event and thanked the Farmville Downtown Partnership, Chamber of Commerce and everyone who attends the meetings throughout the year to help plan the event. He remarked telling Jackie Vaughan the next day what an amazing job she had done. He added the improvements made to the event each year are appreciated by everyone with a thank you expressed also to the Public Works and Public Safety departments and everyone who plays a part.

An update was provided of his monthly schedule:

- Attended the Virginia Municipal League legislative committee meeting to discuss upcoming legislation. He asked if there is legislation of a concern to anyone to let him know as he attends the committee meetings. He has the opportunity to convey what is important to this locality as the General Assembly weighs their choices.
- Residents from the Layne Street coalition asked for a meeting and were hosted by him, and he listened to their concerns. He suggested they attend a Council meeting to have their opinions and voices heard and on record given that the project was not before any of the governing bodies. He thanked them for doing so.
- Staff are continuing to move forward from the disappointing issues with the splashpad. Mayor Vincent mentioned that he spoke recently with Public Works staff from the Town of Altavista who have a similar splashpad. It was mentioned they are having some issues and have shut down their site as well. An offer was made by them to provide assistance if needed. Once the splashpad reopens, there will be language mentioned concerning the rules for public safety and public health. In talking with the Health Department, they are seeing normal gastrointestinal (GI) bacterial and viral infections but not related necessarily to the splashpad. They have offered to help spread the word about how to be safe.

- Mayor Vincent provided a brief update concerning the roundabout that he recalls has been in discussion since at least 2015, with Town Council voting it forward around 2020, after public hearings were held. The project is now in the next phase with VDOT to hold a public hearing on the roundabout design.
- A topic of importance to the mayor was mentioned about how to get the word out concerning items before Council. With many ways to stay informed on what happens with the Town Council, a reminder was made that the meetings may be watched live as well as watching the recordings online at a later time.

CLOSED SESSION

On motion by Mr. Dwyer, seconded by Mr. Hardy, and with Council members Dwyer, Pairet, Yoelin, Hardy, and Amos voting “yes”, Council went into closed session under the provisions of Paragraph A.1 of Section 2.2-3711, for the discussion of performance of the Town Manager and Paragraph A.1. of Section 2.2-3711, for the discussion of performance of the Clerk of Council. Council member A.D. “Chuckie” Reid was absent for the vote.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed session 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 session 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: Dwyer

SECOND: Pairet

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

NOES: None

ABSENT DURING VOTE: Hunter

ABSENT DURING MEETING: Hunter

Clerk of Council

\$5000 RAISE TO TOWN MANAGER SCOTT DAVIS

Mr. Pairet made a motion to give a \$5000 raise to the Town Manager, seconded by Mr. Hardy, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hardy, Amos, and Reid voting “yes”, the motion passed.

\$1000 FINANCIAL AID TO BE GIVEN TO THREE PEFYA TEAMS GOING TO WORLD SERIES

A motion was made by Mr. Pairet that the Town of Farmville contribute \$1000. financial aid to each team, boys and girls, to include the possibility of a third team as well, seconded by Mr. Yoelin, and with a recorded vote of Council members Amos, Reid, Dwyer, Pairet, Yoelin, and Hardy voting “yes”, the motion passed.

BACKGROUND: Having won the state championship and now scheduled to go to Louisiana for the world series, PEFYA teams are raising funds throughout town to help towards expenses. Mr. Hardy added that a third team will be playing their championship game the upcoming weekend and would like that team to be added to receive the \$1000. financial aid should they win and head to the world series.

With no further business, on motion by Mr. Pairet, seconded by Mr. Hardy, and with all in favor stating “aye”, the meeting adjourned at 8:56 PM.

APPROVED:

ATTEST:

Brian R. Vincent, Mayor

Mary H. McKay, Clerk of Council



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 12.a. – July 2024 Finance Report

BACKGROUND: Report provided by Finance Director Julie Moore.

RECOMMENDATION: Approve the Finance Report as presented.

FISCAL IMPACT:

ATTACHMENTS:

1. Finance Report - July 2024
2. Variable Revenue -July 2024
3. Rescue Squad 2024-2024-YTD
4. Rescue Squad 2024-2025-July 2024

TOWN OF FARMVILLE
FINANCE REPORT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE MONTH OF JULY 2024

FUND NUMBER	FUND TITLE	BALANCE 07/01/2024	NET CHANGE	BALANCE 07/31/2024
<u>UNRESTRICTED FUNDS</u>				
10	GENERAL FUND	\$ 2,323,158	\$ (521,898)	\$ 1,801,260
15	ST MAINT FUND	1,416,220	(1,153,948)	262,272
40	WATER FUND	2,118,947	(228,750)	1,890,197
42	SEWER FUND	3,895,363	(56,142)	3,839,221
44	TRANSPORTATION FUND	1,056,534	(26,833)	1,029,701
45	AIRPORT FUND	<u>45,824</u>	<u>(13,695)</u>	<u>32,129</u>
TOTAL	UNRESTRICTED FUNDS	\$ 10,856,046	\$ (2,001,266)	\$ 8,854,780
<u>RESTRICTED FUNDS</u>				
10	ARPA-COVID FUNDS	\$ 5,293,414	\$ -	\$ 5,293,414
10	ENHANCED 911-WIRELESS	518,837	11,697	530,534
10	E911-RESERVE	133,200	17	133,217
10	SET ASIDE ACCOUNT	3,334,844	173,625	3,508,469
10	E-CITATION	33,856	929	34,785
10	MEDICAL COMPENSATION	211,236	486	211,722
10	BOA - LEASE PURCHASE	1,223,121	5,627	1,228,748
40	BOA - LEASE PURCHASE	2,533,481	11,655	2,545,136
70	NARCOTICS FUND	13,746	(467)	13,279
70	TASK FORCE	<u>2,799</u>	<u>690</u>	<u>3,489</u>
TOTAL	RESTRICTED FUNDS	\$ 13,298,534	\$ 204,258	\$ 13,502,792
TOTAL ALL FUNDS		\$ 24,154,580	\$ (1,797,008)	\$ 22,357,572

UNRESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

PETTY CASH	\$ 2,500
VIP ACCT - GOLF SALE PROCEEDS	968,789
VIP ACCTS - UNRESTRICTED	2,147,481
LGIP ACCT - UNRESTRICTED	1,316,033
CHECKING ACCT-BENCHMARK-AIRPORT	309,139
CHECKING ACCOUNT-BENCHMARK-UNRESTRICTED	<u>4,110,837</u>
TOTAL UNRESTRICTED FUNDS	\$ 8,854,780

RESTRICTED FUNDS - ACCOUNTED FOR AS FOLLOWS:

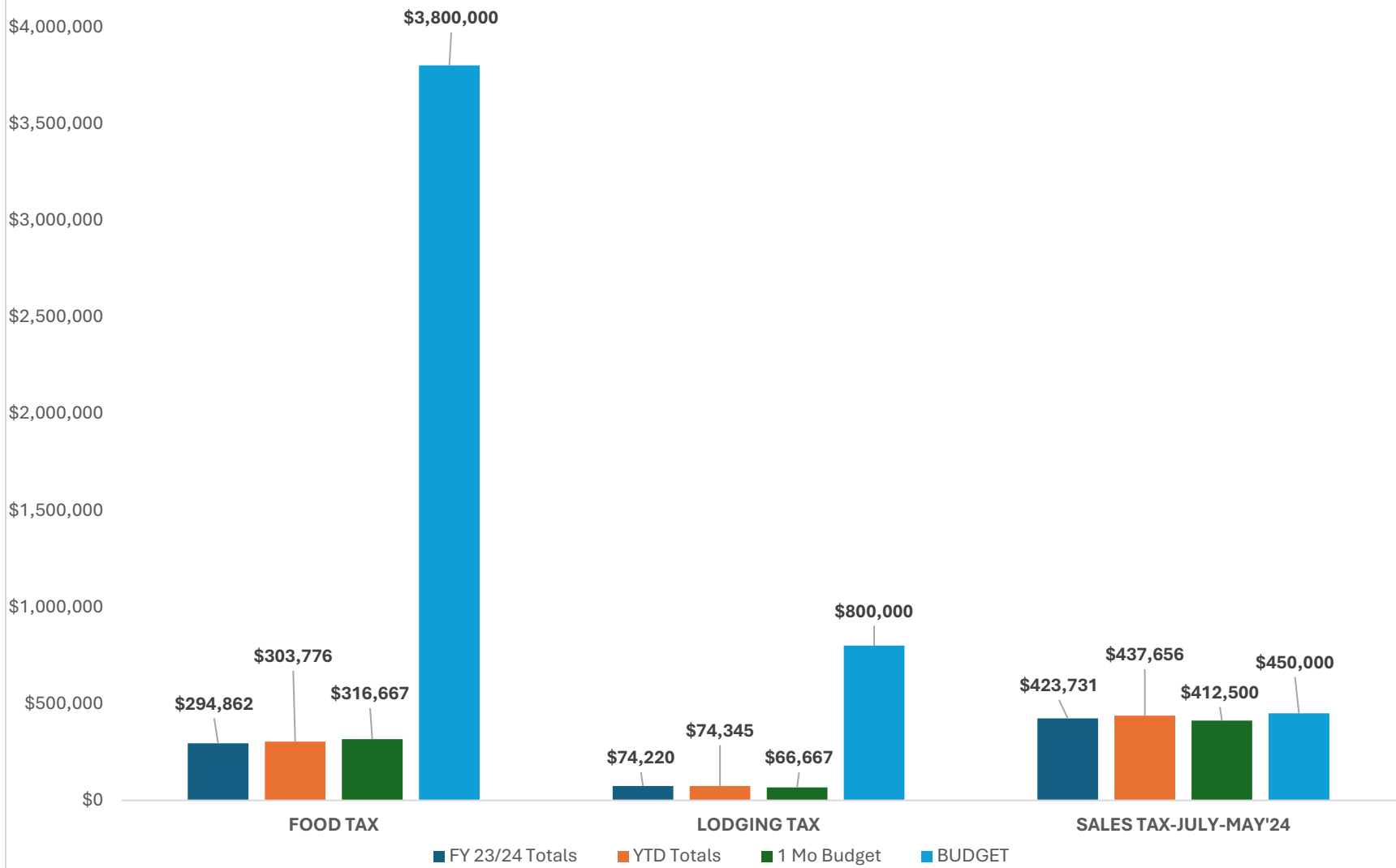
LGIP ACCT - ARPA - COVID FUNDS	\$ 5,293,414
MONEY MARKET - BENCHMARK - 911 WIRELESS	208,412
VIP ACCT - WIRELESS	322,122
INTEREST CHECKING-BENCHMARK-E911 RESERVE	133,217
INTEREST CHECKING-BENCHMARK-SET ASIDE ACCOUNT	1,972,964
LGIP ACCT - SET ASIDE ACCOUNT	1,092,822
VIP ACCT - SET ASIDE ACCOUNT	442,683
INTEREST CHECKING-FARMERS BANK-E-CITATION ACCOUNT	34,785
INTEREST CHECKING-BENCHARK-MEDICAL COMPENSATION	211,722
VIP ACCT - BOA - LEASE PURCHASE	3,773,884
INTEREST CHECKING-BENCHMARK - NARCOTICS FUND-STATE	13,278
INTEREST CHECKING-BENCHMARK-TASK FORCE	<u>3,489</u>
TOTAL RESTRICTED FUNDS	\$ 13,502,792

RESPECTFULLY SUBMITTED:

Julie A. Moore

Julie A. Moore, CPA, CFE, CGFM

VARIABLE REVENUE - JULY 2024



Year-to-Date Costs - Rescue Squad
July - June 2025

2024-2025

	<u>July</u>	<u>August</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Labor	305.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$305.40
Materials	156.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$156.59
Equipment	130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$130.00
Fuel	<u>1,838.77</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>\$1,838.77</u>
	\$2,430.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,430.76

JULY MONTHLY COST-RESCUE SQUAD

2024

<u>DATE</u>	<u>VEHICLE</u>	<u>DESCRIPTION OF SERVICE</u>	<u>Man</u>	<u>LABOR</u>	<u>MATERIAL</u>	<u>EQUIPMENT</u>	<u>FUEL</u>
			<u>Hours</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>	<u>COST</u>
1-Jul	Rescue 10	Replaced rear battery	2	\$55.17	\$122.95		
16-Jul	Rescue 12	Replaced gas shock on side door	4	\$110.41	\$33.64		
23-Jul	Building	Cut Grass	6	\$139.82			
		Cut Grass				\$130.00	
		Fuel Cost					\$1,838.77

Total Labor Cost		\$305.40
Total Material Cost		\$156.59
Total Equipment Cost		\$130.00
Total Fuel Cost		<u>\$1,838.77</u>
Total July		\$2,430.76

YTD Total		\$2,430.76
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Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 14.a. – Request Adoption of Ordinance No. 234 - Amending Section 29-35(b) of Article IV of Chapter 29 - Zoning and Subdivision

BACKGROUND: A discussion was held on the proposed ordinance at the August 7, 2024, Work Session. A Public Hearing is scheduled for August 14, 2024.

RECOMMENDATION: Adopt Ordinance No. 234

FISCAL IMPACT:

ATTACHMENTS:

1. 04 - ZTA24-001 Fences Staff Report TC
2. Ordinance No. 234-Zoning - Fences



Background

In 2020, after several months of input and deliberation, the Town of Farmville adopted new zoning and subdivision ordinances (Chapter 29 of the Farmville Town Code) and a comprehensive plan. With this new ordinance came landscaping requirements that were specifically for developments or redevelopments that required approved site plans, properties that were seeking rezoning to R-3, B-1, B-2, or B-3 districts, and for properties seeking a conditional use permit in a R-3, B-1, B-2, or B-3 zoning district. Walls and fences were listed in this code section with requirements for location and maintenance. Over the last few years, staff has received numerous calls questioning height and placement standards for fencing in the R-1 and R-2 zoning districts. In a comparison of other jurisdictions' fence regulations, the Staff determined that the lack of standards for height and location of fences was undesirable and therefore included standards that would be relevant to residential zoning districts.

To more clearly state this, the Staff proposes amendments to **Article IV, Section 29-35.b.** of the zoning ordinance to add more specific regulations regarding the height and placement of fences. The amendment adds Section 29-35.b.5, *Fences*. **Attachment 1** is a redlined version of the ordinance showing these amendments.

Recommendations

- ☐ The Staff recommends **approval** of the proposed ordinance text amendments listed in **Attachment 1.**

Additional Information

None

Attachments

The proposed ordinance language is in **Attachment 1.**

Staff Contact

Ashley Atkins-Austin, CZA, Director of Community Development
Phone: 434-392-8465 | Email: aaustin@farmvilleva.com

ORDINANCE NO. 234

Amending Section 29-35(b) of Article IV of Chapter 29 – Zoning and Subdivision

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Section 29-35(b) be amended of Article IV of Chapter 29 – Zoning and Subdivision of the Town of Farmville Town Code as follows:

Sec. 29-35 – Standards for specific uses.

(b) Residential uses.

(1) Accessory dwelling.

a. Such structures shall comply with all setback requirements that apply to the primary structure.

b. Only one (1) accessory dwelling shall be allowed on a lot or parcel of land.

c. No recreational vehicle may be used as an accessory dwelling.

d. Prior to installing an accessory dwelling, a permit must be obtained from the town and associated fees paid.

e. Any accessory dwelling shall comply with all applicable requirements of the state department of health and the Virginia Uniform Statewide Building Code.

f. No signage advertising or promoting the existence of the structure shall be permitted on the exterior of the structure or anywhere on the property.

g. The town may revoke the permit if the permit holder violates any provision of this section.

(2) Dish antennas.

a. Additional standards in all residential districts.

b. Communication antennas, commonly called "dish" antennas, which do not comply with the restrictions listed below may be allowed with conditional use permits, subject to the applicant's ability to satisfactorily mitigate negative aesthetic impacts on adjoining properties. Dish antennas shall be permitted in all districts but shall be limited to one (1) exterior antenna per parcel except with conditional use permit.

c. Ground-mounted antennas shall be limited to the rear yard and no closer than five (5) feet to any side or rear lot line, and in the case of a corner lot,

no antenna shall be nearer than twenty-five (25) feet to the side street adjacent to the property or within five (5) feet of an adjoining lot.

d. No ground-mounted antenna shall exceed sixteen (16) feet in height measured vertically from the highest point of the signal receiving apparatus, when positioned for operation, to the bottom of the base which supports the satellite antenna.

e. Roof-mounted antennas, when designated for that purpose, shall be permitted, except that a roof-mounted antenna shall not be more than forty-eight (48) inches in diameter and shall not be visible from any street.

f. Antennas shall be permanently and securely installed.

(3) Multi-family dwellings.

a. Multi-family dwellings shall be designed with special attention to the compatibility of adjacent land uses, topography, existing vegetation, building height, orientation, and other similar factors.

b. Multi-family dwellings shall incorporate an attractive building layout which retains, relates to, and enhances the natural vegetation and terrain of the site or incorporates natural design features such as preservation of scenic vistas, natural areas, or other unique elements of the site.

(4) Townhouse and single family attached dwellings.

a. No more than eight (8) townhouses shall be constructed contiguously.

b. The facades of individual townhouses within any contiguous row of townhouses shall be sufficiently varied in their materials, design, or appearance as to visually distinguish them as individual dwelling units.

c. Any townhouse shall front on, or be accessed by, a public street.

d. Any provided open space shall be owned and maintained by the developer, until such time as it is turned over to the ownership and maintenance of an approved homeowners' association.

(5) Fences

a. No fence shall be erected by any person without first obtaining in writing a permit from the Administrator.

b. Fences shall not impair vehicular or pedestrian travel visibility. In the case of corner lots in all districts, no fence shall be erected that blocks or otherwise impedes the view of streets or traffic.

c. Except as provided for in Sec. 29-22(d)2, fences may be constructed in any location on any lot. The maximum height of a fence shall not exceed eight (8) feet in the side or rear yard.

d. Except as provided for in Sec. 29-22(d)2, fences located in the front of the building line shall not be more than four (4) feet in height.

(1) For the purpose of determining the front building line, the building line shall be the established front yard setback for the applicable district, or the actual setback of the primary building wall of the structure in the case of a nonconforming front yard setback.

e. Finished sides of any fence shall face the street and/or adjoining properties.

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

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Adam Yoelin _____.

The Honorable Donald L. Hunter

_____.

The Honorable John Hardy

_____.



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 14.b. – Request Adoption of Ordinance No. 235 - Amending Section 14-4 and Section 14-20 of Article I of Chapter 14 - Licenses and Permits

BACKGROUND: Proposed Ordinance No. 235 was discussed at the August 7, 2024, Work Session. A Public Hearing is scheduled for August 14, 2024.

RECOMMENDATION: Adopt Ordinance No. 235

FISCAL IMPACT:

ATTACHMENTS:

1. Ordinance No. 235 - Business License

ORDINANCE NO. 235

Amending Section 14-4 and Section 14-20 of Article I of Chapter 14 – Licenses and Permits

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Section 14-4 of Article I of Chapter 14 – Licenses and Permits of the Town of Farmville Town Code be amended as follows:

Sec. 14-4. License requirement.

- (a) Every person engaging in the town in any business, trade, profession, occupation or calling (collectively hereinafter "a business") as defined in this chapter, unless otherwise exempted by law, shall apply for a license for each such business if (i) such person maintains a definite place of business in the town, (ii) such person does not maintain a definite office anywhere but does maintain an abode in this jurisdiction, which abode for the purposes of this chapter shall be deemed a definite place of business, or (iii) there is no definite place of business but such person operates amusement machines, is engaged as a peddler or itinerant merchant, carnival or circus as specified in the Code of Virginia, §§ 58.1-3717, 3718, or 3728, respectively, or is a contractor subject to the Code of Virginia, § 58.1-3715, or is a public service corporation subject to the Code of Virginia, § 58.1-3731. A separate license shall be required for each definite place of business. A person engaged in two (2) or more businesses or professions carried on at the same place of business may elect to obtain one license for all such businesses and professions if all of the following criteria are satisfied: (i) each business or profession is licensable at the location and has satisfied any requirements imposed by state law or other provisions of the ordinances of this jurisdiction; (ii) all of the businesses or professions are subject to the same tax rate, or, if subject to different tax rates, the licensee agrees to be taxed on all businesses and professions at the highest rate; and (iii) the taxpayer agrees to supply such information as the ~~treasurer~~ **Finance Director** may require concerning the nature of the several businesses and their gross receipts.
- (b) Each person subject to a license tax shall apply for a license prior to beginning business, if he was not subject to licensing in the town on or before January 1 of the license year, or no later than March 1 of the current license year if he had been issued a license for the preceding license year. The application shall be on forms prescribed by the ~~treasurer~~ **Finance Director**.
- (c) The tax shall be paid with the application in the case of any license not based on gross receipts. If the tax is measured by the gross receipts of the business, the tax shall be paid on or before March 1.

(1) Whenever in this article it is provided that any person shall pay a license tax based on gross receipts, such license tax shall be based on the gross receipts earned during the preceding calendar year to the extent the preceding year represents a full calendar year of operations of such person subject to a license tax. Whenever a person subject to a license tax based on gross receipts has not engaged in business for the full preceding calendar year, the tax shall be based upon an estimate of gross receipts during the

current license year. For a person that, during the current license year, begins a business that is subject to a license tax based on gross receipts, the tax shall be based upon an estimate of gross receipts from the date business begins through December thirty-first of the current license year.

(2) Whenever a license tax is assessed on the basis of estimated gross receipts every underestimate thereof shall be subject to correction by the town Finance Director and/or the director of finance, and it shall be his/her duty to assess such person with such additional license tax as may be found to be due after the close of the license year on the basis of the true amount of such gross receipts during the period covered by the license.

- (d) The ~~treasurer~~ **Finance Director** may grant an extension of time, not to exceed ninety (90) days, in which to file an application for a license, for reasonable cause. The extension shall be conditioned upon the timely payment of a reasonable estimate of the appropriate tax, subject to adjustment to the correct tax at the end of the extension together with interest from the due date until the date paid and, if the estimate submitted with the extension is found to be unreasonable under the circumstances, a penalty of ten (10) percent of the portion paid after the due date.
- (e) A penalty of ten (10) percent of the tax may be imposed upon the failure to file an application or the failure to pay the tax by the appropriate due date. Only the late filing penalty shall be imposed by the ~~treasurer~~ **Finance Director** if both the application and payment are late; however, both penalties may be assessed if the ~~treasurer~~ **Finance Director** determines that the taxpayer has a history of noncompliance. In the case of an assessment of additional tax made by the ~~treasurer~~ **Finance Director**, if the application and, if applicable, the return were made in good faith and the understatement of the tax was not due to any fraud, reckless or intentional disregard of the law by the taxpayer, there shall be no late payment penalty assessed with the additional tax. If any assessment of tax by the ~~treasurer~~ **Finance Director** is not paid within thirty (30) days the ~~treasurer~~ **Finance Director** [or other collecting official] may impose a ten (10) percent late payment penalty. The penalties shall not be imposed, or if imposed, shall be abated by the official who assessed them, if the failure to file or pay was not the fault of the taxpayer. In order to demonstrate lack of fault, the taxpayer must show that he acted responsibly and that the failure was due to events beyond his control.

Acted responsibly means that: (i) the taxpayer exercised the level of reasonable care that a prudent person would exercise under the circumstances in determining the filing obligations for the business and (ii) the taxpayer undertook significant steps to avoid or mitigate the failure, such as requesting appropriate extensions (where applicable), attempting to prevent a foreseeable impediment, acting to remove an impediment once it occurred, and promptly rectifying a failure once the impediment was removed or the failure discovered.

Events beyond the taxpayer's control include, but are not limited to, the unavailability of records due to fire or other casualty; the unavoidable absence (e.g., due to death or serious illness) of the person with the sole responsibility for tax compliance; or the taxpayer's reasonable reliance in good faith upon erroneous written information from the ~~treasurer~~ **Finance Director**, who was aware of the relevant facts relating to the taxpayer's business when he provided the erroneous information.

- (f) Interest shall be charged on the late payment of the tax from the due date until the date paid without regard to fault or other reason for the late payment. Whenever an assessment of

additional or omitted tax by the ~~treasurer~~**Finance Director** is found to be erroneous, all interest and penalty charged and collected on the amount of the assessment found to be erroneous shall be refunded together with interest on the refund from the date of payment or the due date, whichever is later. Interest shall be paid on the refund of any tax paid under this chapter from the date of payment or due date, whichever is later, whether attributable to an amended return or other reason. Interest on any refund shall be paid at the same rate charged under the Code of Virginia, § 58.1-3916.

No interest shall accrue on an adjustment of estimated tax liability to actual liability at the conclusion of a base year. No interest shall be paid on a refund or charged on a late payment, in event of such adjustment, provided the refund or the late payment is made not more than thirty (30) days from (i) the date of the payment that created the refund, or (ii) the due date of the tax, whichever is later.

(Ord. No. 42, 12-11-96)

2. That Section 14-20 of Article I of Chapter 14 – Licenses and Permits of the Town of Farmville Town Code be amended as follows:

Sec. 14-20. Penalties and fines—Generally.

- (a) Any person conducting a business, trade, or occupation, or ~~doing other things~~ **engaging in conduct** for which a license tax is required under this chapter without first obtaining such license, or who shall fail to obtain any tag or sign required under this chapter, shall be ~~liable~~ **acting in a manner that is unlawful and shall be subject** to a fine of not less than five dollars (\$5.00) nor more than one thousand dollars (\$1,000.00), ~~or imprisonment for not more than twelve (12) months, or both, and.~~ Each day of default **that any such violation of this Section occurs** shall constitute a separate offense.
- (b) Such conviction shall not relieve any person from the payment of any license as imposed by this chapter.

(Ord. No. 42, 12-11-96)

3. This ordinance shall be in full force and effect upon passage.

Approved: _____
Mayor

Attest: _____
Clerk of Council

I certify that the above ordinance 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 Adam Yoelin _____.

The Honorable Donald L. Hunter _____.

The Honorable John Hardy _____.



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 14.c. – Request Approval of Resolution No. 2024-08-01 - Equipment Financing

BACKGROUND: Verbal report by the Town Manager.

RECOMMENDATION: Approve Resolution No. 2024-08-01

FISCAL IMPACT:

ATTACHMENTS:

1. Farmville Equipment Lease Resolution

RESOLUTION NO. 2024-08-01

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FARMVILLE, VIRGINIA, APPROVING THE FINANCING OF EQUIPMENT AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS PREPARED IN CONNECTION THEREWITH

The Town Council of the Town of Farmville, Virginia (the "Council") has determined it is in the best interest of the Town of Farmville, a body politic of the Commonwealth of Virginia (the "Town") to undertake the financing of the purchase of five police vehicles, one fire vehicle, one public works vehicle, one garbage truck, one mini excavator, and one inspector vehicle (the "Project"), and the Town Manager has now presented a proposal for the financing of such Project.

U.S. Bancorp Government Leasing and Finance, Inc. has indicated its willingness to provide financing for the Project in accordance with its proposal dated July 23rd, 2024. The amount financed shall not exceed \$776,500.00. The annual interest rate (in the absence of default or change in tax status) shall not exceed 4.52%, and the financing term shall not exceed 3 years from closing.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FARMVILLE, VIRGINIA:

1. The recitals above are found and determined to be a part of this resolution.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Town Manager is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Town Manager is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Town Manager shall approve, with the Town Manager's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.

5. To the extent necessary, the Town intends that the adoption of this resolution will be a declaration of the Town's official intent under Treas. Reg. §1.150-2 (the "Reimbursement Regulations") promulgated under the Internal Revenue Code of 1986, as amended, to reimburse expenditures for the project. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general fund, or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict.

7. This resolution shall take effect immediately.

Adopted: August 14th, 2024.

Mayor
Town of Farmville, Virginia

ATTEST:

Clerk to the Town Council
Town of Farmville, Virginia

**CERTIFICATE OF THE CLERK
OF THE TOWN COUNCIL OF THE
TOWN OF FARMVILLE, VIRGINIA**

The undersigned Clerk to the Town Council of the Town of Farmville, Virginia (the "Council"), hereby certifies that:

1. A meeting of the Council was duly called and held on August 14th, 2024 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Farmville, Virginia, Approving the Financing of Equipment and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. 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:

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

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town of Farmville, Virginia, dated August 14th, 2024.

Clerk to the Town Council
Town of Farmville, Virginia

(SEAL)



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 14.d. – Request Approval of Wastewater Plant Upgrade Proposal

BACKGROUND: TRC has submitted a proposal to provide professional engineering services to convert the Town's wastewater treatment plant (WWTP) disinfection system from gas to UV and to replace the existing sand filter system with another media filtration system. The project includes the dismantling of the current chlorine gas disinfection system and installation of a new UV disinfection system, along with necessary electrical and control updates.

RECOMMENDATION: Approve the Wastewater Plant Upgrade Proposal

FISCAL IMPACT:

- The current fees for TRC's professional services proposal amount to \$123,270.
- The estimated total cost of the project ranges between \$2.5 million and \$3.5 million.
- American Rescue Plan Act (ARPA) funds will be used to finance this project.

ATTACHMENTS:

1. Farmville UV Proposal for TRC

August 7, 2024

Kimberly W. Thompson, Purchasing Agent
Town of Farmville
P.O. Office Drawer 368
116 North Main Street
Farmville, VA 23901

**RE: Proposal for Professional Services
Farmville WWTP Conversion to UV & Filtering System Replacement
TRC Proposal 621629.9990.0000**

Dear Ms. Thompson:

On behalf of TRC, thank you for the opportunity to present our proposal to the Town of Farmville, VA (Town) for professional services to convert the Town of Farmville's wastewater treatment plant disinfection system from gas to ultraviolet (UV).

I. PROJECT DESCRIPTION

The Town seeks to provide resilience at the Wastewater Treatment Plant (WWTP) by removing the chlorine gas disinfection and replace the existing sand filter system with another media filtration system and adding an UV disinfection system to the contact chamber.

II. SCOPE OF SERVICES

Services to be provided by TRC under this task order:

TASK A. Engineer's Letter Report and Design

TRC will summarize the evaluations, calculations, and results in an Engineering Letter Report, which supports TRC's design and design assumptions. The report will describe site-specific criteria for replacing the sand filter and for converting the chlorine gas disinfection with an UV system. We assume pumps to the sand filter will be replaced with this project.

Site Visit & Design

A one-day site visit to the WWTP facility will be conducted. The purpose of the site visit is for verification of the electrical, controls, mechanical and civil components associated with the dismantling of the existing filter pump(s), the sand filter and to confirm the dimensions of the sand filter and contact chamber. TRC or a subconsultant will provide the electrical engineering services to evaluate the Power and communications systems to review the following items:

- Remaining capacity in the existing system for the new equipment to be installed.

- The facility electrical distribution system and equipment is code-compliant.
- Asses the condition of the existing serviceable for suitable use.
- Assess the existing controls to remain and new control requirements.

Filtration Pump Replacement

Replacement of the filtration pumps requires disconnecting the electrical and controls, dismantling the piping, removal of the pump and motor, placing the new pump, reattaching the piping, and connecting the electrical and controls. Dimensions of the new pump may require some small adjustments to the concrete pad beneath the pump and the spool pieces in the piping to assure a proper fit.

Filtration pump replacement work is limited to the area of the existing filtration pumps in the filtration area of the WWTP, so no environmental impact is anticipated.

TRC will prepare hydraulic calculations to support the selection of the filtration pumps.

Sand Filter Replacement

Replacement of the sand filter requires the dismantling of piping, compress airline, water supply line, electrical connections, controls, removal of sand, removal of plastic components and concrete removal and patching. The filter will be dismantled piece by piece, protecting the existing concrete structure. The new filtration system will be designed to fit within the existing sand filter, so no environmental impact is anticipated.

TRC will provide calculations supporting the replacement sand filter.

New UV System

The new UV system will require minimal piping dismantling, water supply line, electrical connections, controls, and concrete removal and patching. The UV system will fit within the chlorine contact chamber. The chamber will be modified to allow either a new horizontal UV channel or vertical UV channel. The new UV system will be designed to fit within the existing chlorine contact chamber, so no environmental impact is anticipated.

TRC will provide calculations supporting the UV system. TRC recognized that a set of plans have recently completed for the removal of the existing gas chlorine disinfection system. TRC will incorporate the appropriate plan sheets and specifications into this project.

Temporary Filtration and Disinfection Systems

It is anticipated a temporary filtration and disinfection system may be needed while the existing filtration system and chlorine contact chamber are being dismantled and rebuilt. Construction notes will specify the contractor provide a self-contained skid mounted temporary filtration system and disinfection system. The contractor will be required to provide temporary piping and controls needed to feed the filter and disinfection chamber. These temporary components are to be located adjacent to the existing components, so no environmental impact is anticipated.

Permit

TRC will prepare the preliminary engineering report (PER) and application for a certificate to construct (CTC). TRC will assist the Town with its submission of these document to the Virginia Department of Environmental Quality (DEQ) for approval. A location figure and a general description of the work will be provided with the CTC. TRC will sign and seal the PER and CTC application.

Task B. Plans and Specifications

TRC will prepare and submit plans and specifications for a commercial construction project delivery for competitive bids. TRC will prepare plans and specifications defining the work, materials, workmanship, quality and testing to be performed. The plans and specifications will be used in bidding the project and become part of the contractor's contract.

90% Plans

TRC will prepare a set of construction plans with specifications for the replacement of the filtration pumps, filtration system and adding a UV system along with piping and electrical connections. Technical specifications pertaining to the pumps, filtration systems, UV system, piping and electrical will be placed on the plan sheets. TRC will provide the following electrical plan sheets:

- Electrical power and communications new work plan and demolition plan to show the work.
- Electrical legend, notes, specifications, and details as required for the work.
- Single line diagrams and schedules.
- Design of raceways, lighting, and grounding system.
- Electrical studies associated to protection devices coordination, short-circuit, load flow and arc flash analysis.
- Control schematics and control strategies.

These plans will be submitted to the Town for review and approval.

100% Signed and Seal Plans

TRC will provide a response to the Town's comments. TRC will prepare a complete set of construction plans and specifications plans which will be signed and sealed and can be used for bidding purposes. TRC will provide an engineer's probable cost estimate range for anticipated bids.

TASK C. Bid Assistance

TRC will assist the Town's procurement with their upfront bid documents. TRC will provide a review of the Town's contract document and advertisement. TRC will assist the Town with response to bidder questions and TRC will prepare up to two addendums to the plans and specifications. TRC will assist the Town with a review of the bids and contractor qualifications and make recommendation for award letter, if requested by the Town.

TASK D. Project Closeout

TRC will assist the Town with the closeout of the project. This will include having a meeting onsite to

walk through the completed project when it is near substantial completion. The purpose of the walk through it to develop a punch list of items which the Contractor would need to address before a final walk through and signoff of the construction as being completed. TRC will assist the contractor with the As-Built record drawings and compile the warranties and certifications. TRC will assist with updating the O&M manual with the new equipment. TRC will notify DEQ when construction is complete, prepare and submit a CTO, and update the O&M manual.

III. SCHEDULE

TRC is prepared to commence with the above-described services immediately upon receipt of Authorization to Proceed (ATP). A detailed schedule of milestones and deliverables will be developed in conjunction with the Town upon receipt of the ATP.

IV. DELIVERABLES

TRC will provide deliverables in electronic format which may include:

- TRC will provide a draft PER/engineer letter report.
- TRC will provide one set of responses to the draft PER/engineer letter report comments.
- TRC will prepare and provide a final PER/engineer letter report.
- TRC will prepare and provide 90% draft construction documents (plans with technical specifications), a magnitude of construction cost estimate, and draft CTC application. We assume the plan drawings will not exceed 15 sheets.
- TRC will provide one set of responses to comments on the 90% draft construction documents, construction cost estimate, and construction permit application.
- TRC will provide a copy of the final signed and sealed construction documents and signed and sealed construction permit application.

V. FEES

The proposed fees for the above-described services are on a Time and Materials basis and will be billed monthly based on our efforts completed at the close of the respective billing period. We will provide a progress report or have a meeting outlining the status of the project, outstanding issues, items needed, further coordination, or other items of interest to keep the project team informed of progress.

Task A – PER/Engineer’s Letter Report and Design	\$29,250
Task B – Plans and Specifications	\$65,830
Task C – Bid Assistance	\$10,690
Task D – Project Closeout.....	<u>\$17,500</u>
TOTAL OF ALL TASKS.....	<u>\$123,270</u>

VI. CONTRACT TERMS AND PROVISIONS

All authorized services will be performed for the Town of Farmville in accordance with the terms of the "On-Call Consult Services" contract between TRC (former Draper Aden) and the Commonwealth Regional Council, dated August 2, 2021.

VII. ASSUMPTIONS / LIMITATIONS

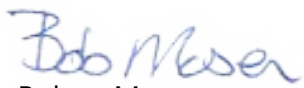
This proposal is based on the following assumptions:

- The Town will provide information on the WWTP in addition to the set of As-Builts which TRC has a copy of.
- No survey investigations are included in this proposal. A visit to the site will confirm the electrical and general arrangement is properly depicted on the provided drawings.
- It is assumed the existing reinforced concrete sand filter structure and contact chamber will support the new equipment.
- WWTP documents, data, and staff will be accessible upon request in a reasonable timeframe.
- A single round of plan revisions based on the Town's comments.
- The parties agree that the proposed scope of services may change based on meetings and consultation with the Town or others. The parties agree that should the scope of services change, TRC will provide the Town with a revised proposal or an addendum to this agreement for any such changes and associated costs to be paid by the Town.
- Additional services, if required, will be provided by TRC or its' subconsultant on an hourly basis or a negotiated lump sum fee. A written scope of services and fee proposal will be submitted to the Town for review and consideration prior to commencement of any requested additional services.
- Reimbursable/direct expenses such as copying, printing, mileage, and mailing are included in the above fees.
- Lighting (interior or exterior), lighting controls, fixture selections, photometrics, or COMCheck software energy code calculations will be limited to work provided in the Scope of Work.
- No electrical service, feeders, or branch circuits for work except as provided in the Scope of Work.
- Electrical power system studies, including but not limited to, protective device coordination and arc-flash hazard analysis are included only for the filtration pumps, filter and UV. Other components may be provided in accordance with additional services (see below).
- No coordination with the power utility provider is anticipated.
- Design which includes Electrical, Mechanical, Civil, Structural, Telecommunications, Lightning Protection Engineering Services.
- Evaluation of existing facilities systems and equipment for Change of Use and associated forms as may be required by the AHJ.
- TRC will submit the construction permit application to DEQ if signed by the Town representative. Otherwise, the Town will submit the permit application.

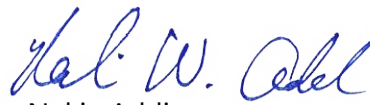
On behalf of TRC, thank you for giving us the opportunity to provide our proposal for professional engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please keep a copy of the proposal for your records. We look forward to collaborating with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.

Sincerely,

TRC

A handwritten signature in blue ink that reads "Bob Moser".

Robert Moser
PE Project Manager

A handwritten signature in blue ink that reads "Nakia W. Addison".

Nakia Addison
Operations Manager

Proposal for Professional Services
Farmville WWTP Conversion to UV & Filtering System Replacement
TRC Proposal 621629.9990.0000

AUTHORIZATION TO PROCEED

I/We agree and accept TRC's proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that TRC will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date

TRC Environmental 2024 Rate Schedule

CODE	TRC LABOR EV P-CODES	2024 HOURLY LABOR RATE
	Principal/Technical Director	
EV28	Level IV	\$363
EV27	Level III	\$316
EV26	Level II	\$283
EV25	Level I	\$262
	Program Manager/Senior Technical Manager	
EV24	Level IV	\$254
EV23	Level III	\$235
EV22	Level II	\$229
EV21	Level I	\$219
	Project/Technical Manager	
EV20	Level IV	\$211
EV19	Level III	\$201
EV18	Level II	\$193
EV17	Level I	\$187
	Senior Scientist/Engineer/Specialist	
EV16	Level IV	\$178
EV15	Level III	\$169
EV14	Level II	\$162
EV13	Level I	\$155
	Project Scientist/Engineer/Specialist	
EV12	Level IV	\$147
EV11	Level III	\$139
EV10	Level II	\$133
EV09	Level I	\$123
	Scientist/Engineer/Specialist, Technicians, and Project Support	
EV08	Level VIII	\$117
EV07	Level VII	\$110
EV06	Level VI	\$101
EV05	Level V	\$94
EV04	Level IV	\$85
EV03	Level III	\$78
EV02	Level II	\$71
EV01	Level I	\$57

- (1) A 15% Mark-up will be added to non-labor costs and expenses/ODCs. The Markup does not apply to equipment & laboratory rates below.
- (2) A 6% Communication/Digital Fee will be applied to labor charges in lieu of separate reimbursement for digital productivity solutions/applications, photocopying, report production, software usage, and postage costs. Digital solutions/applications include mobile and desktop applications for data collection, hosting, visualization, and automated workflows, excluding custom development as required on a per project basis.
- (3) Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.
- (4) TRC rates are subject to an annual calendar year escalation
- (5) Invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.
- (6) A 2% fee will be applied to the invoice amount to cover Professional Liability and related insurance costs.
- (7) For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services



Town of Farmville

Agenda Item Summary

MEETING DATE: August 14, 2024

ITEM NUMBER: 14.e. – Request Approval of Lead Pipe Survey Proposal

BACKGROUND: TRC Engineers, Inc. (TRC) has submitted a proposal to provide civil engineering services to perform a Lead Service Line Inventory for the Town of Farmville. This project is in response to the Virginia Department of Environmental Quality (VDEQ) and the Environmental Protection Agency (EPA) requirements for all community and non-transient, non-community water systems to conduct an inventory of service line materials in their distribution systems by October 16, 2024.

RECOMMENDATION: Approve the Lead Pipe Survey Proposal

FISCAL IMPACT: The proposed fees for TRC's services are on a lump sum basis and are billed monthly based on completed efforts.

Task A – Historical Review of Data: \$91,900

Task B – Inventory Summary and Submission: \$20,600

Task C – Initial Field Investigation: \$75,000 (based on 100 holes at \$750 each)

Task D – Future Field Investigation: To be determined

The total estimated cost of the initial services (Task A and Task B) is \$112,500.

ATTACHMENTS:

1. 2024-08-05 Proposal for Engineering Services - Lead Service Line Inventory - Farmville_Redacted



1030 Wilmer Avenue, Ste. 100
Richmond, VA 23227

T 804.264.2228
TRCcompanies.com

August 5, 2024 (supersedes proposal dated July 24, 2024)

Kimberly W. Thompson, VCA, VCO, VCARM
Purchasing Agent
Town of Farmville
Post Office Box 368
Farmville, VA 23901
(434) 392-3333
kthompson@farmvilleva.com

**RE: Proposal for Civil Engineering Services
Lead Service Line Inventory**

Dear Ms. Thompson:

TRC Engineers, Inc (TRC), is pleased to provide this proposal to the Town of Farmville to perform a Lead Service Line Inventory.

I. PROJECT DESCRIPTION

The Town of Farmville owns and operates a water distribution system which serves approximately 3,000 customers. The Commonwealth of Virginia Department of Environmental Quality (VDEQ), at direction from the Environmental Protection Agency (EPA), instituted a rule that all community and non-transient, non-community water systems must conduct an inventory of service line materials in their distribution system by October 16, 2024. TRC offers asset inventory assessment services, including inventory of municipalities' service lines. TRC will utilize the guidance and direction from VDEQ to ensure the Town meets the requirements of the Inventory. TRC also has the capability to perform additional investigation as requested by the Town after the initial records research has been completed. VDEQ has indicated that a review of historical records will be required at a minimum, but that additional investigative methods can be recommended, such as visual inspection of meter boxes, water quality testing, and/or excavation. TRC recommends performing the required historical records review, as well as possible visual inspection of connections that are determined to have been installed prior to the ban on lead appurtenances in potable systems.

II. SCOPE OF SERVICES

A. Historical Review of Data

This task will include the review of historical data within the Town to determine which properties being served can be assumed to have no lead service lines. Lead was outlawed as an acceptable material in March of 1987; therefore, any construction records, plumbing records, or water system

records which indicate the house or service line was installed after that date will mean additional investigation should not be needed at those locations.

TRC will perform research at the Town department such as Utilities, Building Permits, Billing, and other locations to review and compile records. Copies will be made of hard copies when possible. TRC also anticipates gaining access to the Town's utility GIS system.

TRC will provide periodic updates to the client including submitting draft documents displaying progress and format for the client's comment.

Expenses incurred have been estimated to approximately be \$1,500 to cover travel and incidental expenses. These costs have been included in the lump sum cost for this task.

B. Inventory Summary and Submission

TRC will utilize VDEQ formatted forms and tables to meet the requirements of the inventory and report findings for each customer's water service line. The inventory will include data gathered during Task A. The inventory will include the source of the records, any field investigative methods to indicate the level of certainty for each line's material, type of investigative method(s) used, and recommendations for next steps if lead service lines are discovered. TRC will submit the inventory to DEQ and address any questions or comments from the Department.

C. Initial Field Investigation (Budget)

This task will include additional field investigation beyond review of historical records. This work will be performed based on direction by the Town following the results of the data review. TRC will notify the Town of all properties where additional investigation may be needed to confirm the best way to proceed. It is likely that a visual inspection of meter boxes and/or excavation at the meter box will be recommended for houses built before 1987. This task will be performed on a unit price (per hole at a meter box) basis, so that the Town can provide input on the investigative efforts depending on the number of selected meters and preferred methodology. For budgeting purposes, the price for this task is based on:

- 100 locations to be investigated using a vac-truck and crew.
- A representative of the Town's utility department will be present during the investigation in case any issues or leaks occur.
- No traffic control devices or permitting is needed.
- Includes mileage and other direct expenses related to investigative efforts.

If fewer lines can be determined to be non-lead by examining historical records, the budget for the field investigation may need to be increased accordingly.

Please note that the field investigation does not need to be completed by the October 16, 2024 deadline. In the EPA's 'FAQs Initial Lead Service Line Inventory' document, they have provided responses to these questions:

- *Does the inventory have to be 100% complete by the October 16, 2024, due date? The inventory, due October 16, 2024, must include each service line connected to the waterworks; however, it can*

still have lead status unknown service lines. The inventory is a 'living document' and waterworks are required to continue to collect information on service line materials and maintain an updated copy of the inventory in their files."

- *When are inventory updates due? The Lead and Copper Rule Improvements (LCRI) proposes to require submittal of an update of the inventory, called a "baseline inventory" on the compliance date of the LCRI and annual updates to the State thereafter. The Compliance Date is anticipated to be in October 2027. Stay tuned for updates.*

D. Future Field Investigation

As noted above, future investigations are likely to continue in order to reduce the number of unknowns being reported. This task is anticipated to be needed in future years as additional investigation is needed to complete the field verification. This task is presented for the Town to consider funding this work in future yearly budgets but does not obligate the client to engage TRC for this potential future work. Costs for the future investigation can reviewed in subsequent years.

III. SCHEDULE

We are prepared to commence with the above-described services immediately upon your written authorization to proceed. We will determine a mutually agreed upon schedule after notice to proceed with the understanding that the deadline for the submission of the lead service line inventory is October 16, 2024.

IV. DELIVERABLES

TRC will provide the following deliverables, all in electronic format:

- Lead Service Line Inventory
- Monthly progress reports

V. FEES

The proposed fees for the above-described services are on a Lump Sum basis. Fees will be billed monthly based on our efforts completed at the close of the respective billing period. We will provide a monthly written progress report outlining the status of the project, outstanding issues, items needed, further coordination, or other items of interest to keep the project team informed of progress toward completion.

Task A – Historical Review of Data	\$91,900
Task B – Inventory Summary and Submission	\$20,600
Task C – Initial Field Investigation (Budget Price each hole \$750, assumed 100 holes)	\$75,000
Task D – Future Field Investigation	Future

VI. CONTRACT TERMS AND PROVISIONS

All authorized services will be provided in accordance with our current Standard Terms and Conditions attached.

VII. ASSUMPTIONS / LIMITATIONS

This proposal is based on the following assumptions:

- The Inventory for this project is intended to include the scope which was approved in the DEQ funding application. If additional investigation is requested due to further considerations, an additional change order or fee proposal may be required.
- TRC's scope and fee are based on what is assumed as normal reviewing agencies lead service line inventory requirements.
- Additional services, if required, will be provided by TRC on an hourly basis or a negotiated lump sum fee. A written scope of services and fee proposal will be submitted to the Town for review and consideration prior to commencement of any requested additional services.
- The parties agree that the proposed scope of services may change based on meetings and consultation with the Town or others. The parties agree that should the scope of services change, TRC will provide the Town with a revised proposal or an addendum to this agreement for any such changes and associated costs to be paid by the Town.
- Hard copies of deliverables can be provided upon request.
- Attendance at public meetings to elected officials or the general public is not included.
- Creating graphics for public meetings or for information is not included.

VIII. POTENTIAL FUTURE TASKS

TRC has identified several potential future tasks for the client to consider:

- As noted above, we suggest the Town provide a yearly budget for continued excavations for the continued update to the lead service line system inventory. This can include having TRC update the inventory spreadsheet on a periodic time period (such as from the meter box replacement project as well as from gaining additional lead service line inventory data).
- Entering private properties to determine the presence of lead service lines.
- Assisting the client with a customer self-reporting process.
- Assisting the client with customer notifications as a result of the lead service line inventory.
- Assisting the client for future funding to replace the lead service lines.
- Creating a GIS utility mapping system complete with utility system data.

On behalf of TRC, thank you for giving our firm the opportunity to provide our proposal for professional engineering services. If this proposal meets with your approval, please sign the Authorization to Proceed and return it to us. Please keep a copy of the proposal for your records. We look forward to working with you on this project. Please do not hesitate to contact us if you have any questions or require any additional information.



Sincerely,

TRC Engineering, Inc.

A handwritten signature in blue ink that reads "Gregory A. Smith".

Gregory A. Smith, P.E., DBIA, LEED AP BD+C
Director of Civil Engineering, Site Development and Civil

Attachments: TRC Standard Terms and Conditions

AUTHORIZATION TO PROCEED

**Proposal for Site/Civil Engineering Services
Farmville Lead Service Line Inventory**

I/We agree and accept TRC's proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the fees estimated for these services. We further acknowledge that TRC will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

Printed Name

Title

Signature

Date



TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
 - Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.

Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("**Change Order**"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a

disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
 - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
 - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 Definitions.
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC'S INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
 - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**
- 9.3 CLIENT'S INDEMNITY OBLIGATIONS. **CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.**
- 9.4 RISK OF LOSS TO THE WORK. **ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE**

THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.

10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

11.1 **Client's Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially

commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

